FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-301

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Joe & Stella Young Box 2538, Rd 12 West Sacramento, Cal (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve #69 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 14th of June, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared Joe Young and Stella Young, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 14th day of June, 1972.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

GUARANTEE

68 29380

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66016 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

Joe Yeung

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 15, 1972 at 10:31 am, in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Motion President

By J. M. Young Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 69
"Exhibit A"

GUARANTEE

68 29377

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66016 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Joe Yeung

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 15, 1972 at 10:31 am in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R. H. Morton President

By J. W. Jennings Secretary

CLTA GUARANTEE FACE PAGE—1967

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66016 Effective Date: June 15, 1972 at 10:31 a.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title Vests: Joe Yeung and Stella Yeung, his wife, as Community Property.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lots 107 and 108, Elkhorn Subdivisions, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 6, 1912, in Book 2 of Maps, at page 51.

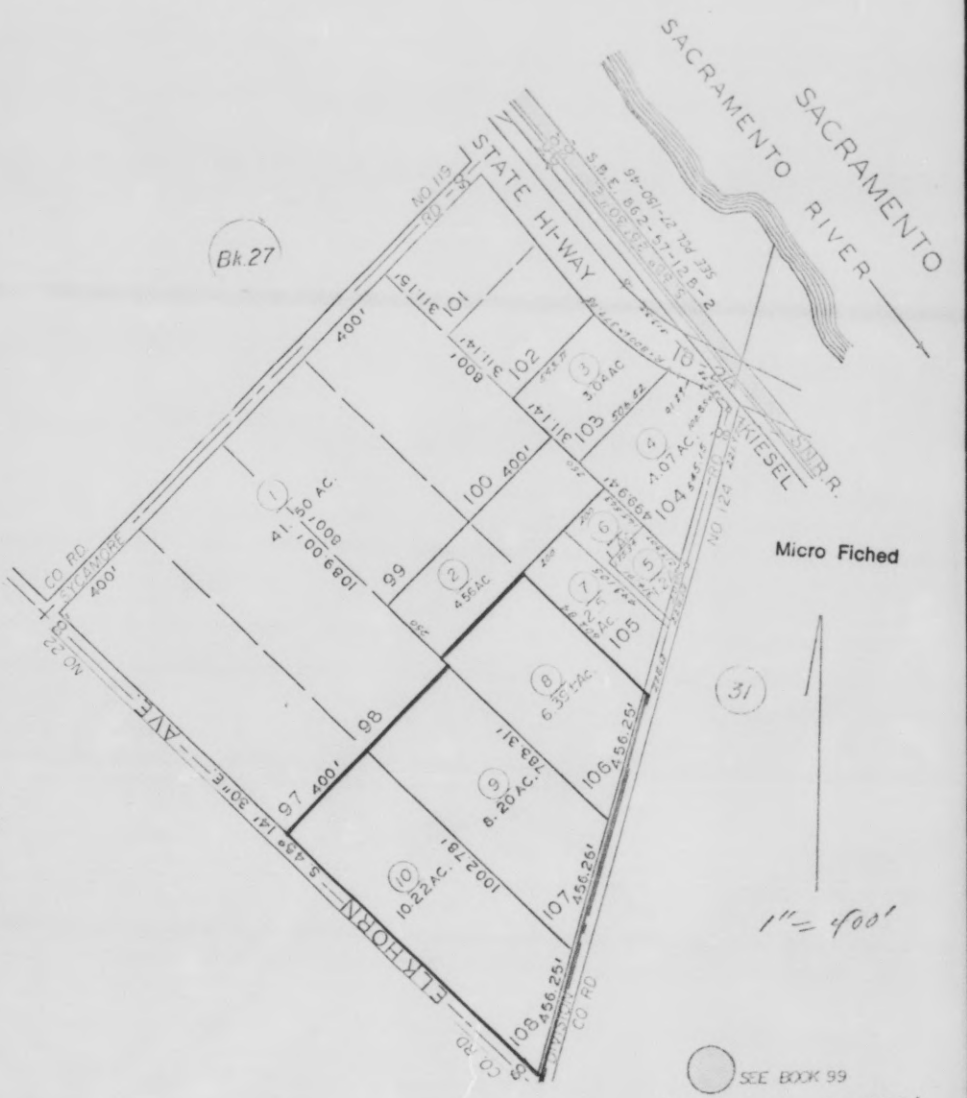
PARCEL 2: Lot 106 of Elkhorn Subdivision according to the official plat thereof, filed for record in the Office of the Recorder of Yolo County, California, on February 6, 1912, in Book 2 of Maps, on page 51.

EXCEPTING THEREFROM: Beginning at a point on the most Northerly corner of said Lot 106 and running thence from said point of beginning along the Northeasterly line of said Lot 106, South 45° 14' 30" East 250 feet; thence parallel with the Northwesterly line of said Lot 106, South 44° 45' 30" West 400 feet to a point on the Southwesterly line of said Lot 106; thence along said Southwesterly line of Lot 106, North 45° 14' 30" West 250 feet to the most Westerly corner of said Lot 106; thence along the Northwesterly line of said Lot 106, North 44° 45' 30" East 400 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1969-70 Assessment Roll as Assessors Parcel No. 42-300-08, 42-300-09, 42-300-10, Code Area 87-014

NOTE: This Guarantee is limited to the above described property.

POR. SEC. 2 & 3, T. 9 N, POR. SEC. 34 & 35, T. 10 N., R. 3 E., M. D. B. & M.



AGREEMENT NO. 22-302

FILED

FEB 27 1973

LAURENCE P. HEN[illegible] Clerk

By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between MOUND FARMS, a California corporation
c/o Dr. Selby Mohr
160 Sea Cliff Avenue
San Francisco, California 94121
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve No. 31 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

MOUND FARMS, a California corporation

By _____
President

By _____
Secretary

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA,
City and County of San Francisco } ss.

Micro Fiched

On this 20th day of June in the year one thousand nine hundred and seventy-two, before me, Laverne Kleeberg, a Notary Public, State of California, duly commissioned and sworn, personally appeared RENE E. MARTY and RICHARD E. GUGGENHIME known to me to be the President and Secretary, respectively, of the corporation described in and that executed the within instrument, and also known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

LAVERNE KLEEBERG
NOTARY PUBLIC - CALIFORNIA
City and County of SAN FRANCISCO
My Commission Expires Oct. 26, 1973

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Laverne Kleeberg
Notary Public, State of California.

Cowdery's Form No. 28—(Acknowledgement—Corporation).
(C. C. Secs. 1190-1190.1) (Printed 11-10-67) 8221-0420-1

My Commission Expires October 26, 1973

(Rev. 4-71)

GUARANTEE

68 29371

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX ☐ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65976 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

Western Title Insurance Company

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972 at 5:00 pm, in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R.H. Morton President

By J.M. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 31
"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65976 Effective Date: June 2, 1972, at 5:00 pm

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in:
Mound Farms, a corporation

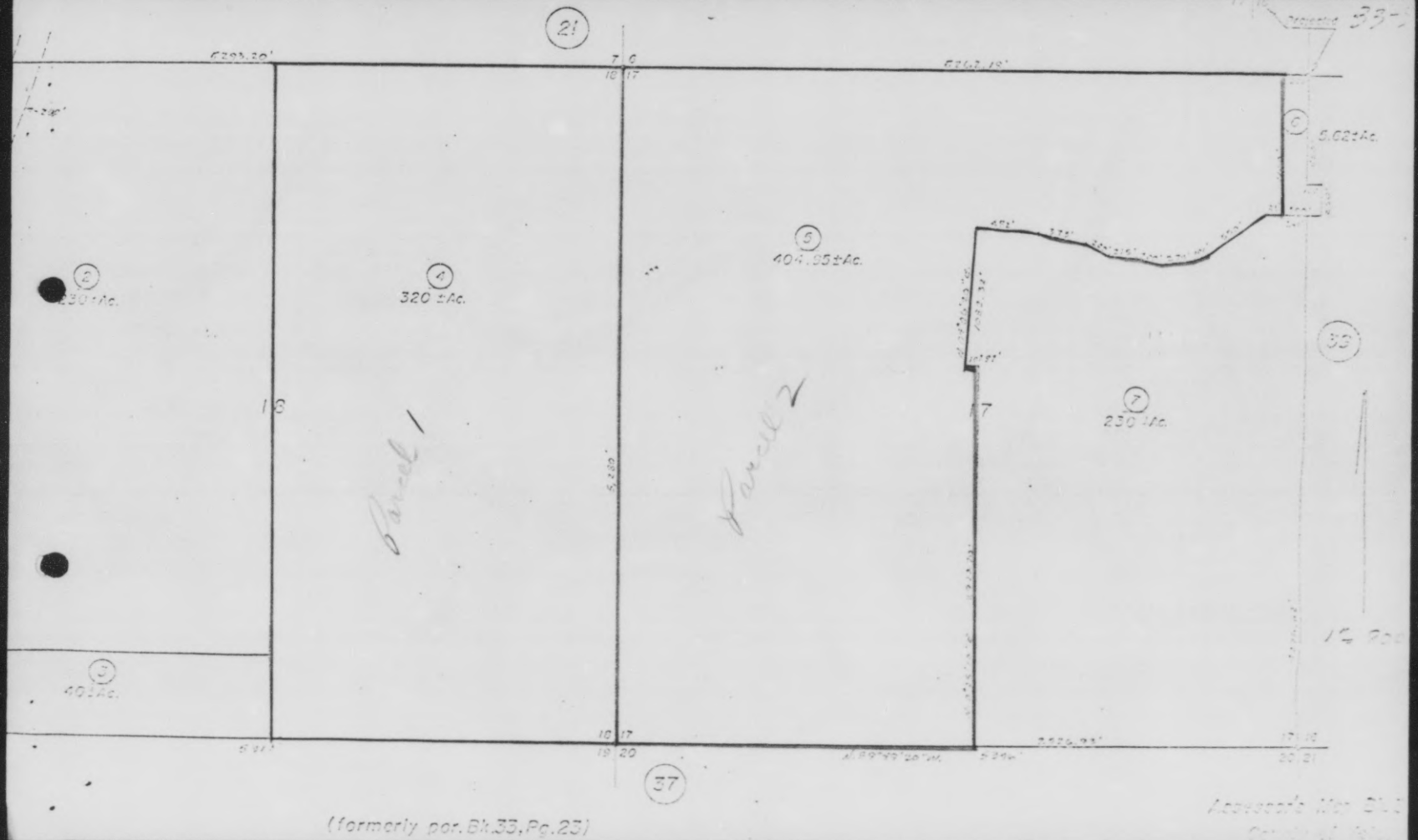
The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The East half of Section 18, Township 6 North, Range 3 East, M.D.B. & M.
EXCEPTING THEREFROM all oil, gas and other minerals of whatsoever kind or character in or on and which may be produced from the above described property.

PARCEL 2: All of Section 17, Township 6 North, Range 3 East, M.D.B. & M. EXCEPTING THEREFROM the following:
(a) Beginning at the Northeast corner of Section 17, Tp. 6 N., R.3 East, M.D.B. & M., thence South 0° 9' East 850 feet along the East line of said Section 17; thence North 89° 51' East, 100 feet; thence South 0° 9' East 250 feet; thence South 89° 51' West 300 feet; thence North 0° 9' West, 1100 feet' more or less, to the North line of said Section 17; thence South 89° 37' 30" East 200 feet, more or less, to the point of beginning.
(b) Beginning at the Southeast corner of Section 17, T. 6 N., R. 3 E, M.D.B. & M., and running thence N 89° 49' 20" W, along the Section line, 2526.93 feet; thence N 00° 25' 10" E, 2973.70 feet; thence N 89° 49' 20" W, 107.87 feet; thence N 04° 06' 20" E, 1082.32 feet to a point in a levee between two canals marked by an iron pipe set in concrete; thence following this levee between the two canals the following courses and distances: S 84°14' E,482.00 feet; S 77° 28' E, 373.00 feet; S 61° 48' E, 200.00 feet; S 84° 32' E, 215.00 feet; S 75° 33' E, 200.00 feet; N 83° 05' E, 278.00 feet; N 67° 50' E, 101.00 feet; N 53° 28' E, 550.00 feet; and N 43° 05' E, 83.00 feet; thence leaving said levee S 89° 59' E, 241.00 feet to the EAst line of said Section 17; thence S 00° 01' W, along the Section line, 4226.62 feet to the place of beginning.
(c) All oil, gas and other minerals of whatsoever kind or character in or on and which may be produced from the above described property.
NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 33-380-04 & 33-380-05, Code Area 61-006
NOTE: This guarantee is limited to the above described property.


21
2
230 ± Ac.
4
320 ± Ac.
5
404.95 ± Ac.
6
5.02 ± Ac.
7
230 ± Ac.
3
40 ± Ac.
33
37
Parcel 1
Parcel 2
(formerly por. Blk. 33, Pg. 23)

Copy 3
Contract

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-303

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 19 72, by and between Alexis Smith, David C. Smith, Margaret V. Smith, Ward C. Smith 1304 Pitman Avenue Palo Alto, Calif. 94301 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve No. 73 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ward C Smith

Margaret V Smith

David C Smith

Alexia Smith

State of California
County of Santa Clara } SS

Micro Fiched

— ACKNOWLEDGMENT — General —

On this 2nd day of June A. D. 1972 before me, VIRGINIA BROWN a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared WARD C. SMITH

known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

VIRGINIA BROWN
NOTARY PUBLIC-CALIFORNIA
COUNTY OF SANTA CLARA
My Commission Expires March 1, 1976

Virginia Brown
Notary Public in and for said County and State of California

My Commission Expires March 1, 1976

NP 2 2/70 070

STATE OF ARIZONA)
) ss:
COUNTY OF COCHISE)

Micro Fiched

This instrument acknowledged before me by David C. Smith this 12th day of June, 1972.

Mary R. Saad
Notary Public

My commission expires May 18, 1974.

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

STATE OF CALIFORNIA, } ss.

Micro Fiched

SANTA CRUZ County of CALIFORNIA }

On this 6TH day of JUNE in the year one thousand nine hundred and SEVENTY-TWO before me, MARY NICHOLS, a Notary Public, State of California, duly commissioned and sworn, personally appeared MARGARET V. SMITH

known to me to be the person whose name IS subscribed to the within instrument and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SANTA CRUZ County of CALIFORNIA the day and year in this certificate first above written.

OFFICIAL SEAL
MARY NICHOLS
NOTARY PUBLIC - CALIFORNIA
SANTA CRUZ COUNTY
My Commission Expires Sept 24 1974

Mary Nichols
Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

My Commission Expires SEPT 24TH 1974

WASHINGTON, D.C.) ss:

Micro Fiched

This instrument acknowledged before me by Alexia Smith a/k/a Alexia S. Hunter this 19th day of June, 1972.

Olivia H. Whipp
O. H. Whipp
Notary Public

My commission expires July 31, 1975.

GUARANTEE

68 28402

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65940 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

WARD C. SMITH

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 23, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R. H. Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 73
"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65940 Effective Date: May 23, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of The herein described property vests in: Alexia Smith, David C. Smith and Margaret V. Smith, in equal shares, as tenants in common, as to an undivided 1/2 interest; and Ward C. Smith, as Trustee of Trust B created under the Will of Jean Stewart Smith, also known as Jean Smith, also known as Jean S. Smith, also known as Jean Stewart, deceased, Probate NO. 9898, Santa Clara County, as to an undivided 1/2 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

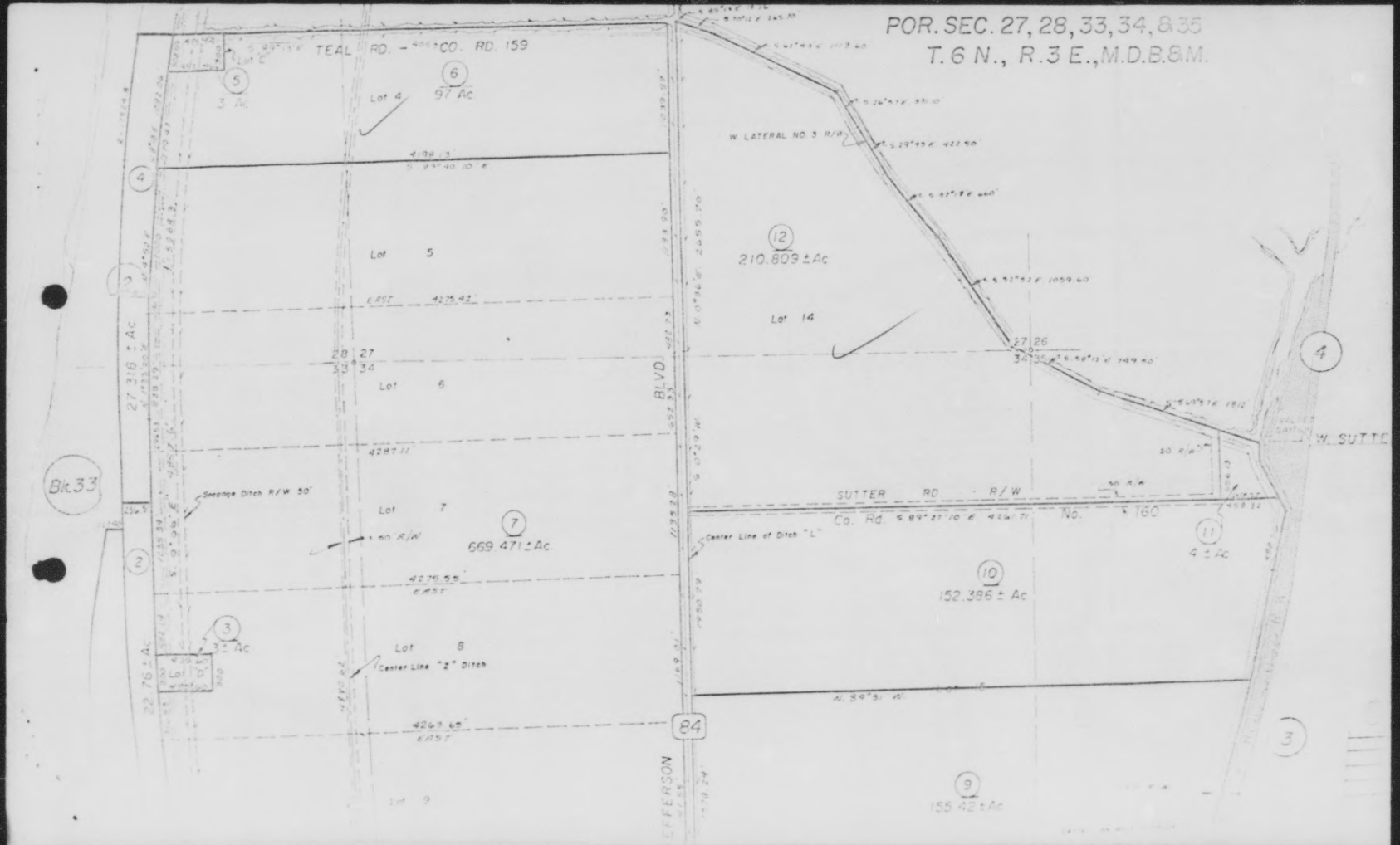
All that real property in the County of Yolo, State of California, described as follows:

Lots 4 and 14, Holland Land Company Subdivision No. 2, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on February 17, 1921, in Book 3 of Maps, at page 41.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessors Parcel No. 43-010-12, and 43-010-06, Code Area 58-007.

NOTE: This guarantee is limited to the above described property.


POR. SEC. 27, 28, 33, 34, & 35
T. 6 N., R. 3 E., M.D.B.&M.
TEAL RD. - CO. RD. 159
Lot C
5
3 Ac
6
97 Ac
Lot 4
W. LATERAL NO. 3 R/W
12
210.809 ± Ac
Lot 5
EAST
Lot 14
27.316 ± Ac
28 27
33 34
Lot 6
BLVD.
W. SUTTE
Blk. 33
Seepage Ditch R/W 50'
Lot 7
50' R/W
7
669.471 ± Ac
SUTTER RD R/W
Co. Rd. No. 160
Center Line of Ditch "L"
11
4 ± Ac
10
152.386 ± Ac
3
3 ± Ac
Lot "D"
22.76 ± Ac
Lot 8
Center Line "Z" Ditch
84
EFFERSON
9
155.42 ± Ac
Lot 9

AGREEMENT NO. 72-304

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

Frederick Story
Rt. 3 Box 735
Woodland, Calif. 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve No. 15 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley E. Stokes
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Frederick Story

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 23rd of June, 19 72, before me the undersigned notary public ~~County Clerk~~ of the County of Yolo, personally appeared Frederick Storz, known to me to be the person ~~(s)~~ whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June, 19 72.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron

LAURENCE P. HENIGAN, COUNTY CLERK

VIRGINIA M. CAMERON

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66023 Effective Date: June 8, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:
FREDERICK STORZ, by deed dated January 6, 1971, which recites:
"a married man as his sole and separate property."

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: Lot "A" as shown on Survey of Dora Woodard Lands filed for record in the office of the County Recorder of the County of Yolo, on November 8, 1916, in Book 4 of Maps and Surveys, at page 34, described as follows:

BEGINNING at a 1 inch by 18 inch iron pipe which is on the West boundary of the Parrish Estate Subdivision and West 662.5 feet, South 0° East 2642.1 feet, South 0° 24 1/2' East 274.8 feet and South 0° 29 1/2 ' East 1529.6 feet from the southeast corner of Section 2, Township 10 North, Range 1 East, M.D.B. & M., and running thence South 89° 47' West 829.4 feet toward and within 20 feet of a 1 inch by 1 inch by 18 inch buggy axle; thence South 0° 22' East 587.8 feet to the Northeast corner of Hoppin Subdivision and 20 feet East of an old monument; thence South 0° 17', East 3833 feet along the east boundary of Hoppin Subdivision to the center of Cache Creek; thence down and along the center of Cache Creek following the meanders thereof, North 34° 30' East 1484.4 feet to the Southwest corner of Parrish Estate Subdivision; thence leaving the center of Cache Creek, North 0° 29 1/2' West 3196.0 feet along the west boundary of Parrish Estate Subdivision to the place of beginning, containing 73.02 acres of land and being parts of Sections 11 and 14, Township 10 North, Range 1 East, and being a part of Rancho Rio Jesus Maria.

EXCEPTING THEREFROM all that portion thereof described as follows:
All that certain parcel or tract of real property situated in the Coun ty of Yolo, State of California, being a portion of Lot "A", as shown on that certain Record of Survey, filed for record in the office of the Yolo County Recorder, Yolo County, California, on A pril 9, 1951, in Book 6 of Maps and Surveys, at page 49, more particularly described as follows:
Beginning at the Southwest corner of Lot A, as shown on the map entitled "Record of Survey of a portion of the Dora Woodard Lands", recorded April 9, 1951, in Book 6 of Maps and Surveys, at page 49, Yolo County Records, said point of beginning also being marked with a set 3"x8' pipe according to said maps and surveys, thence from said point of beginning North 0° 06' 10" West along the west line of said Lot A, distance of 1320.14 feet to a point on the Southerly boundary of Parcel A as described in that certain deed dated November 8, 1962, between

#66023 -continued-

Lois C. Campbell and San Joaquin Drainage District, recorded February 27, 1963, in Book 704 of Official Records, at page 470; thence along the Southerly boundary of said Parcel A the following courses and distances; South 63° 39' 03" East 146.16 feet; thence North 63° 26' 10" East 92.38 feet; thence North 26° 14' 00" East 83.72 feet; thence North 41° 22' 40" East 530.45 feet; thence North 48° 52' 10" East 196.35 feet; thence North 54° 02' 30" East 107.45 feet to a point on the East line of Lot A, Dora Woodard Lands, thence South 0° 18' 37" East along the East line of said Lot A, a distance of 901.35 feet to a point on the center line of a creek as shown on the maps and surveys herein referred to; thence South 54° 09' 46" West 556.47 feet to a set 3" x 8' pipe; thence South 65° 04' 14" East 173.37 feet to a set 3" x 8' pipe; thence South 38° 54' 15" West 854.44 feet to the point of beginning, containing 18.7 acres, more or less.

Micro Fiched

PARCEL 2: A portion of Lot "B" as shown on Survey of Dora Woodard Lands, filed for record in the office of the County Recorder of the County of Yolo, State of California, on April 15, 1937, in Book 5 of Maps and Surveys, at page 5, described as follows:
BEGINNING at a point which is on the West boundary line of and South 0° 22' East 1417.0° feet from the Northwest corner of Lot B, Dora Woodard Lands, and running thence South 0° 22' East 387.31 feet along the West boundary line of said Lot "B" to the Southwest corner thereof; thence North 89° 47' East 829.4 feet along the South boundary of said Lot B to the Southeast corner thereof; thence North 0° 29 1/2' West 387.31 feet along the East boundary of said Lot "B" to a 3/4 inch by 24 inch iron pipe; thence South 89° 47' West 828.55 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No.25-310-10. Code Area 87-108

NOTE: This guarantee is limited to the above described property.

Lois C. Campbell and San Joaquin Drainage District, recorded February 27, 1963, in Book 704 of Official Records, at page 470; thence along the Southerly boundary of said Parcel A the following courses and distances; South 63° 39' 00" East 146.16 feet; thence North 63° 26' 10" East 92.38 feet; thence North 26° 14' 00" East 83.72 feet; thence North 41° 22' 40" East 530.45 feet; thence North 48° 52' 10" East 196.35 feet; thence North 54° 02' 30" East 107.45 feet to a point on the East line of Lot A, Dora Woodard Lands, thence South 0° 18' 37" East along the East line of said Lot A, a distance of 901.35 feet to a point on the center line of a creek as shown on the maps and surveys herein referred to; thence South 54° 09' 46" West 556.47 feet to a sent 3" x 8' pipe; thence South 65° 04' 14" East 173.37 feet to a set 3" x 8' pipe; thence South 38° 54' 15" West 854.44 feet to the point of beginning, containing 18.7 acres, more or less.

Micro Fiched

PARCEL 2: A portion of Lot "B" as shown on Survey of Dora Woodard Lands, filed for record in the office of the County Recorder of the County of Yolo, State of California, on April 15, 1937, in Book 5 of Maps and Surveys, at page 5, described as follows:
BEGINNING at a point which is on the West boundary line of and South 0° 22' East 1417.09 feet from the Northwest corner of Lot B, Dora Woodard Lands, and running thence South 0° 22' East 387.31 feet along the West boundary line of said Lot "B" to the Southwest corner thereof; thence North 89° 47' East 829.4 feet along the South boundary of said Lot B to the Southeast corner thereof; thence North 0° 29 1/2' West 387.31 feet along the East boundary of said Lot "B" to a 3/4 inch by 24 inch iron pipe; thence South 89° 47' West 828.55 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No.25-310-10. Code Area 87-108

NOTE: This guarantee is limited to the above described property.

25-31

POR. RANCHO RIO JESUS MARIA T.10N., R.1E., M.D.

Micro Fiched

g. 5 - Parrish Est.
Pg. 34 - Dora Woodard Est.

25-310-(0)

NOTE - Assessor's Assessm

(Formerly por. 25-02 & 03)

AGREEMENT NO. 72-305

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 19 72, by and between Glen Adline Cross & Elinor E. Cross
P.O. Box 15
Brooks, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve No. 23 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

x _____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 29, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 23, 1972, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared GLEN OLIN CROSS and ELINOR E. CROSS, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June, 1972.

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 3, 1976

Wanda L. Skellchock

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
NOTARY PUBLIC

CLTA Guarantee
(2-1-63)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 36393

TRANSAMERICA TITLE INSURANCE COMPANY
a corporation, herein called the Company,

Micro Fiched

GUARANTEES

GLEN O. CROSS, M. D.;
~~PATRICK E. TAYLOR, M. D.~~ Elinor E. CROSS

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated May 24, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

W. H. Follum

by W.H. FOLLUM - Assistant Secretary for the Company

Addition to Preserve No. 23
"EXHIBIT A"

Form No. 554

Form No. 13-12-1-68)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

GLEN OLIN CROSS AND ELINOR E. CROSS,
HIS WIFE, AS JOINT TENANTS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California being described as follows:

Micro-Fiched

All of that portion of Block "P" of Arnold and Tilly's Subdivision of a portion of the Rancho Canada de Capay, described as follows:

Beginning at a point on the Southwesterly line of said Block "P" distant South 47°34'37" East 4734.43 feet from the Northwesterly corner of said Block "P"; thence North 36°36'23" East for a distance of 2399.70 feet to a point in the center line of Cache Creek; thence along the center line of Cache Creek South 62°57'48" East (record South 63°45' East) a distance of 36.35 feet; thence along the center line of Cache Creek South 47°12'48" East (record South 48° East) for a distance of 1141.14 feet; thence South 51°12'48" East (record South 52° East) for a distance of 132.00 feet to a stake on the South bank of Cache Creek from which an oak tree 36 inches in diameter bears North 61° West, 2.30 chains distant; thence South 18°10'10" West (record South 17°42' West) for a distance of 3175.35 feet to a point on the Southwesterly line of said Block "P"; thence North 47°34'37" West along said Southwesterly line of Block "P" for a distance of 3318.53 feet to the point of beginning, and containing 120.42 acres of land more or less.

Excepting therefrom an undivided 1/3 interest in and to all oil, gas, and other hydrocarbons and minerals now or at any time hereafter situate on or under said property, together with all easements and rights necessary, incidental, convenient or otherwise appurtenant to the exploration for, production, storage, and transportation thereof, and also the right to drill for, produce, and use water from said property in connection with any drilling or mining operations thereon, as reserved in instrument dated March 7, 1961, recorded March 7, 1961, in Book 629 at Page 491, Series No. 2312, Official Records.

Together with the following rights of way and easements for road purposes:

EXHIBIT NO. 1: A right of way for road purposes over and across that certain real property more particularly described in Exhibit "B" hereto, beginning at the point where the center line of Cache Creek intersects the common boundary between the property herein conveyed and the said real property more particularly described in Exhibit "B" hereto, thence along said common boundary in a generally Southwesterly direction, said right of way being eight (8) feet in width, continuing to the point where the now existing roadway leaves the said common boundary.

DESCRIPTION: (continued) Order No. 36393

EASEMENT NO. 2: An easement for ingress and egress over a portion of the Rancho Canada de Capay, and over a portion of Block "I" of Arnold and Tilly's Subdivision of a portion of the Rancho Canada de Capay, more particularly described as follows:

A strip of land 20 feet in width, lying 10 feet on each side of the following described center line: Beginning at a point on the Easterly line of the parcel of land shown as the "John A. Faull 105.42 acre parcel" on that certain Record of Survey Map filed January 21, 1952 in Book 7 of Maps and Surveys at Page 14, Records of Yolo County, California, said point of beginning being South 45°27'17" East 11.07 feet from a stone monument at the Northeasterly corner of said parcel.

Thence from said point of beginning North 61°47' East, 1336.10 feet; thence South 24°17' East, 376.23 feet; thence South 61°42'30" East, 286.20 feet; thence South 41°33'30" East, 363.30 feet; thence South 46°20' East, 517.10 feet; thence South 59°10' East, 375.20 feet; thence South 73°35' East, 673.00 feet; thence South 50°35' East, 313.10 feet; thence South 29°46'30" East 456.90 feet; thence South 42°42' East, 868.30 feet to a point on the Southeasterly boundary line of the Vaughn Karn property.

Micro Fiched

The above appurtenant rights of way and easements are more fully set forth in document executed by O.W. Karn, R.D. Karn and Vaughn Karn, dated March 7, 1961 and recorded March 7, 1961 in Book 629 of Official Records, at Page 451, of which reference is hereby made.

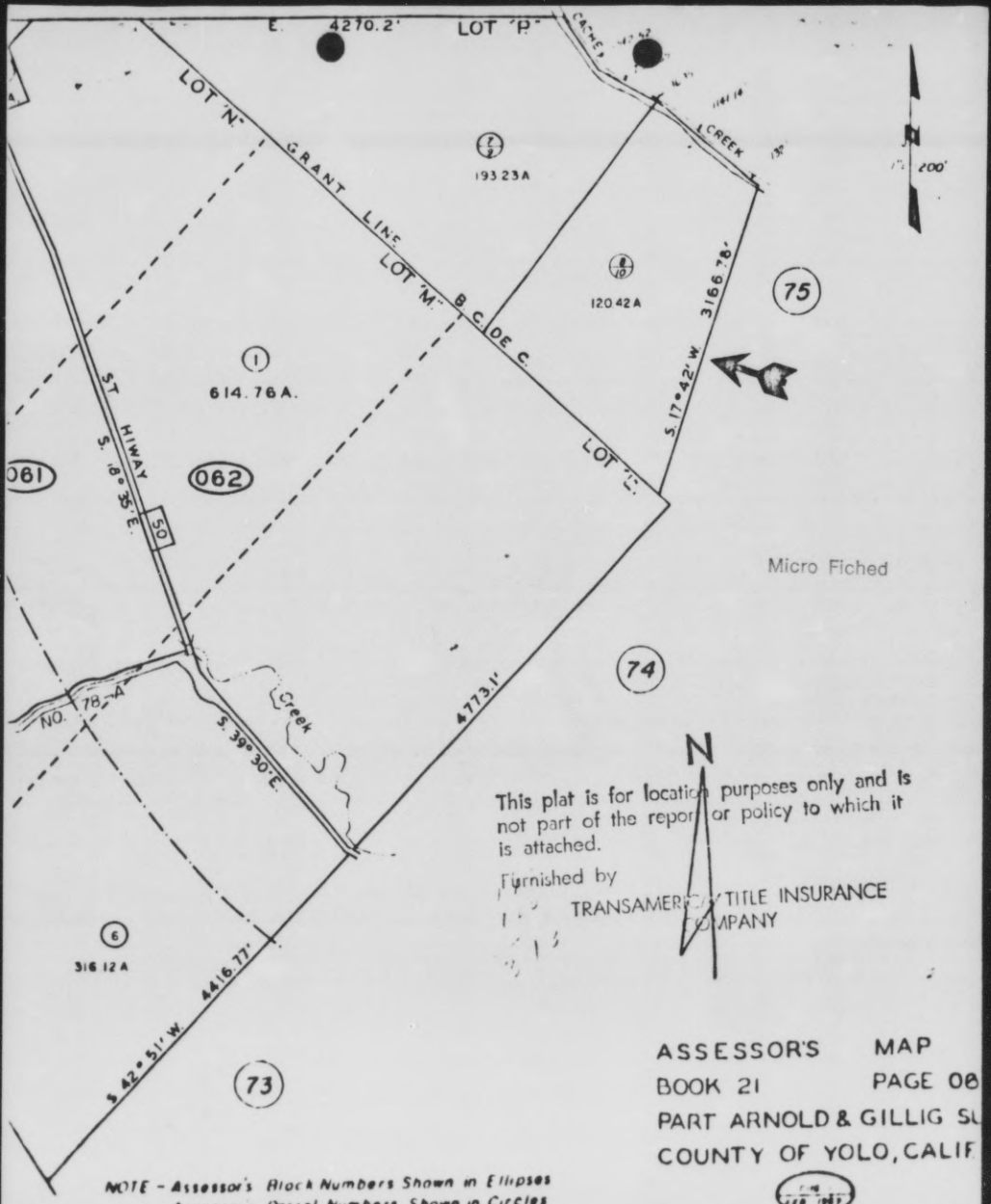
Also appurtenant to the above described property is a right of way for ingress and egress over the following described property:

A strip of land 16 feet in width, lying 8 feet on each side of the following described center line: Beginning at a point on the center line of State Highway Route 16, said point being North 0°50'54" East a distance of 1249.98 feet from a buried stone monument at the Southwesterly corner of the property shown as the "John A. Faull 105.42 acre parcel" on that certain Record of Survey Map filed January 21, 1952 in Book 7 of Maps and Surveys at Page 14, Records of Yolo County, California

Thence from said point of beginning North 85°13'20" East 1235.32 feet; thence South 55°00' East 243.94 feet; thence South 85°35' East, 396.90 feet; thence North 65°39' East 426.90 feet; thence North 68°09' East, 312.44 feet to a point on the Easterly line of the said "John A. Faull 105.42 acre parcel", said last mentioned point being South 45°27'17" East 11.07 feet from the Northeasterly corner of said parcel.

Said right of way was granted by Masino Mazzoncini and Evelyn L. Mazzoncini, his wife, to Vaughn J. Karn, R.D. Karn, O.W. Karn and Jeanette T. Karn, by deed dated March 7, 1961 and recorded March 16, 1961 in Book 630 of Official Records at Page 339, of which reference is hereby made.

ASSESSOR'S PARCEL NO. 21-062-08 CODE AREA 63-021


E. 4270.2'
LOT 'P'
LOT 'N'
GRANT LINE
LOT 'M'
B.C.DE C.
LOT 'L'
CACHE CREEK
193.23A
120.42A
614.76A.
S. 17°42' W. 3166.78'
75
ST HIWAY
S. 18°35' E.
50
061
062
Micro Fiched
74
NO. 78-4
Creek
S. 39°30' E.
4773.1'
N
This plat is for location purposes only and is not part of the report or policy to which it is attached.
Furnished by
TRANSAMERICA TITLE INSURANCE COMPANY
6
316.12 A
S. 42°51' W. 4416.77'
73
ASSESSOR'S MAP
BOOK 21 PAGE 08
PART ARNOLD & GILLIG SU
COUNTY OF YOLO, CALIF
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
1951

AGREEMENT NO. 72-306

FILED
FEB 27 1973
LAURENCE P. HENGEN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

Samuel Talmadge Wood

Frances Regina McMullen

Francis B. Connolly and Jacquelyn S. Connolly, his wife

505 Mendocino Ave., Santa Rosa, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve No. 95 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Samuel Talmadge Wood

~~Frances R. Wood~~

Frances Regina McMullen

~~Frances R. Connolly~~

Jacquelyn S. Connolly

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

OFFICIAL SEAL
DENMAN C. DAW
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires March 19, 1973

State of California, } ss.
County of Sonoma }

On June 26, 1972, before me, Denman C. Daw, a Notary Public, in and for said County and State, personally appeared Samuel Talmadge Wood, Frances Regina McMullen, Francis B. Connolly and Jacquelyn S. Connolly - - - - - - -

known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

My commission expires _____ Notary Public in and for Sonoma County, State of California.

Micro Fiched

LAURENCE P. HENIGAN, COUNTY CLERK

(Rev. 4-71)

GUARANTEE

68 29385

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66031 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

SAMUEL TALMADGE WOOD
FRANCES REGINA McMULLEN
FRANCIS B. CONNOLLY and JACQUELYN S. CONNOLLY, his wife

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 12, 1972 , in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R K Morton President

By J. M. Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 95
"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66031 Effective Date: June 12, 1972

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:

SAMUEL TALMADGE WOOD and FRANCES REGINA McMULLEN, as to an undivided 2/3 interest; FRANCIS B. CONNOLLY and JACQUELYN S. CONNOLLY, his wife, as to an undivided 1/3 interest.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

Tract No's 5, 6 and 7 according to the map of plat of land entitled "Plat or Tract of Land Owned by the Estate of C. V. Talmadge, lying in Township 6 North, Range 4 East, M.D.B. & M.," filed for record in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys, at page 27.

EXCEPTING THEREFROM that portion conveyed to the County of Yolo, by deed recorded May 19, 1958, in Book 549 of Official Records, at page 202, described as follows:

PARCEL 1: A portion of Tract 7 as said tract is shown on the map entitled "Estate of C. B. Talmadge" in Township 6 North, Range 4 East, M.D.B. & M.," Filed in Maps and Surveys Book 4 at page 27, in the office of the Recorder of Yolo County, said portion being more particularly described as follows:

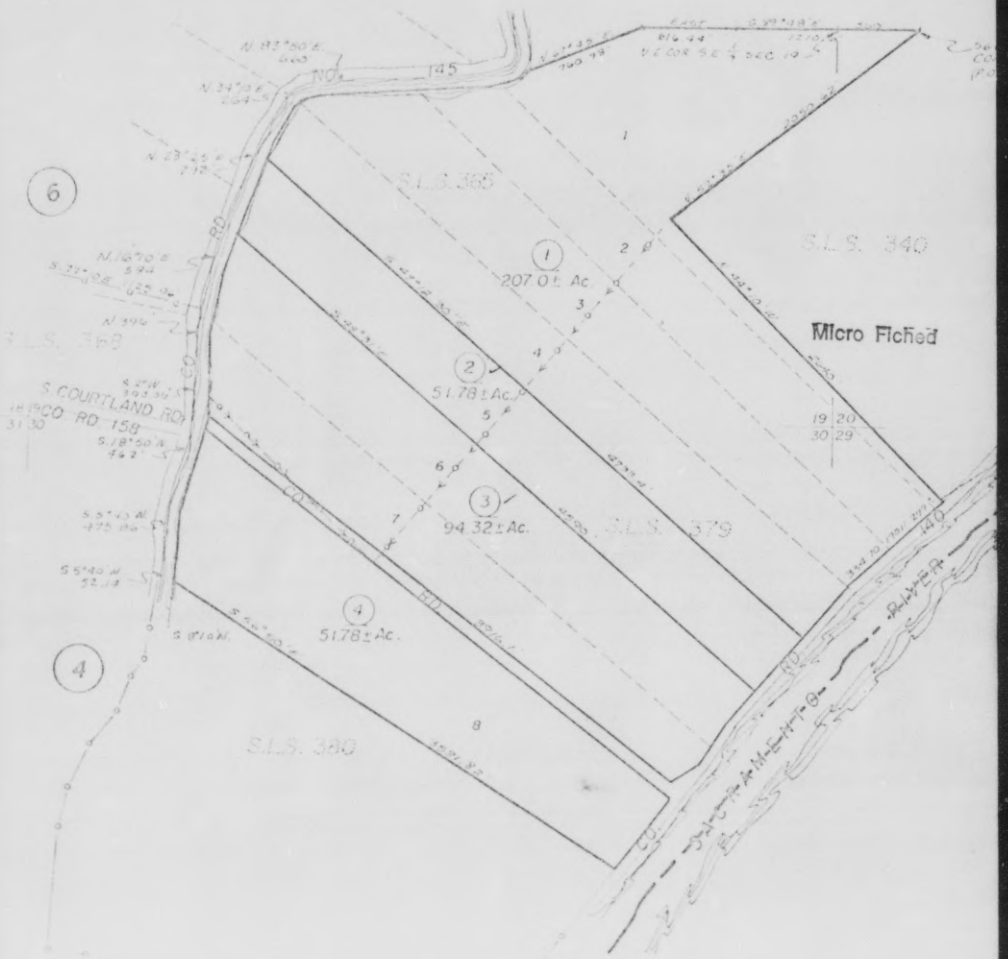
A strip of land 100 feet in width, lyin parallel and adjacent to the southwesterly line of said Tract 7 and extending from Elk Slough to the Sacramento River, said strip being 4000 feet more or less, in length and containing 9.18 acres, more or less.

PARCEL 2: Beginning at a point which point is the intersection of the westerly base of the Sacramento River Levee and the northerly line of Parcel 1 and running thence from said point of beginning northwesterly along said line 70 feet; thence North 83° 42' 30" East, to a point at the westerly base of said levee; thence southerly along the base of said levee to the point of beginning, containing 0.06 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 Assessment Roll as Assessor's Parcel No. 43-080-02 & 43-080-03.

NOTE: This guarantee is limited to the above described property.

POR. SEC. 19, 20, 29, & 30, T. 6 N., R. 4 E.,



S. Bk. 4, Pg. 27 - C.V. Talmage Ppty.

(Form. por. 16 - 38)

NOTE - Assessor's Block Num
Assessor's Parcel Nu

AGREEMENT NO. 72-307

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th day of December, 1972, by and between

ROBERT A. BARBER
1206 Rancho Way
Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. addition to Preserve No. 37 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert C. Boules

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 23, 19 72, before me the undersigned Notary Public of the County of Yolo, personally appeared ROBERT A. BARBER, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June 23, 19 72.

WANDA L. SKELLCHOCK
Notary Public
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

Wanda L. Skellchock
NOTARY PUBLIC

CLTA Guarantee
(7-1-68)

AGRICULTURAL PRESERVE REPORT

FEE FOR GUARANTEE $ 40.00 LIABILITY $ 100.00 ORDER No. 65774

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company.

Micro Fiched

GUARANTEES

Rodegerdts, Means, Northup & Estey, Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 7, 1972, at 5:00 a.m. o'clock

TRANSAMERICA TITLE INSURANCE COMPANY

by N.B. Singer Assistant Secretary for the Company

N.B. SINGER

Addition to Preserve No. 37

"EXHIBIT A"

Form No. 354

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to the First Monday of March, 1972, the following described real property is vested in:

ROBERT A. BARBER

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

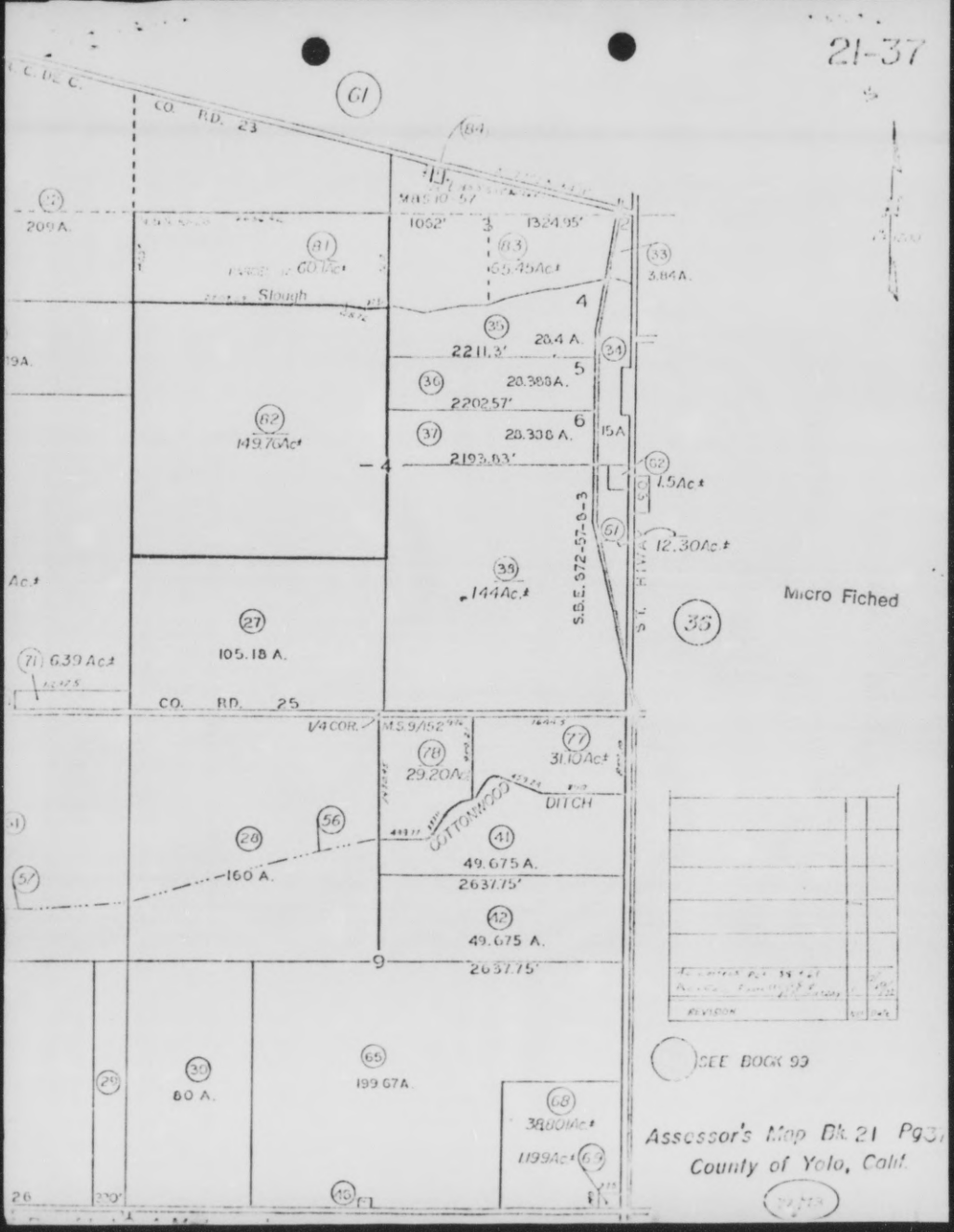
All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

PARCEL ONE:
That portion of the North 104.68 acres of the Wkst half of Section 4, Township 9 North, Range 1 West, M.D.B. & M., lying South of the center line of the Cottonwood Slough.

Micro Fiched

PARCEL TWO:
A portion of the West Half of Section 4, Township 9 North, Range 1 West, M.D.B.&M. being bounded on the North by the tract of land described in Parcel 1 above; on the East by the mid-section line extending North and South through the center of said Section 4; on The South by a tract of land consisting of 105.18 acres, being the South 105.18 acres of the West Half of Section 4, Township 9 North, Range 1 West, M.D.B.&M., and on the West by the West line of said Section 4.
EXCEPTING THEREFROM all oil, gas, and other hydrocarbons and minerals now or at any time situate therein and thereunder, as reserved in deed executed by Paul L. Fahrney and Lois Morris Fahrney, his wife, dated September 30, 1964, recorded October 2, 1964, in Book 774 of Official Records, at page 327.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessor's Parcel No. 21-370-82.


C. D. C.
CO. RD. 23
61
64
209 A.
1052'
3
1324.95'
63
65.45Ac.±
33
3.84 A.
81
60.1Ac.±
Slough
4
35
20.4 A.
2211.3'
34
5
30
20.388A.
2202.57'
6
37
28.308 A.
2193.63'
15A
62
49.76Ac.±
1.5Ac.±
S.B.E. 372-57-6-3
61
12.30Ac.±
S.T. RWAY
39
144Ac.±
Micro Fiched
27
105.18 A.
71
6.39 Ac.±
CO. RD. 25
1/4 COR.
M.S. 9/52
78
29.20Ac.±
77
31.10Ac.±
DITCH
COTTONWOOD
28
56
41
49.675 A.
263.75'
160 A.
42
49.675 A.
2637.75'
9
SEE BOOK 99
29
30
80 A.
65
199.67A.
68
38.80Ac.±
1199Ac.±
63
26
220'
43
Assessor's Map Bk. 21 Pg. 37
County of Yolo, Calif.

AGREEMENT NO. 72-308

FILED
FEB 27 1973
LAURENCE [illegible] Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

PEGGY CLIDE COLBY
c/o Downey, Brand, Seymour & Rohwer
1027 Seventh Street
Sacramento, Calif. 95814
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 85 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
(Peggy Glide Colby)

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA }
County of Sacramento } ss.

Micro Fiched

On this 23rd day of June in the year one thousand nine hundred and seventy-two before me, Anthony R. Giannoni a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Peggy Glide Colby known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that She executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

ANTHONY R. GIANNONI
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Dec. 23, 1974

Anthony R. Giannoni
Notary Public in and for the County of Sacramento State of California.
My Commission Expires December 23, 1974

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

TI

RO 10401-028 B

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00
Street address or other ref.

a California corporation, does hereby guarantee

Downey, Brand, Seymour & Rohwer
Attorneys at law
1007 Seventh Street
Sacramento, California 95814

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

PEGGY GLIDE COLBY, as her separate property

~~Decree~~ Decreee recorded December 21, 1956

Micro Fiched

Document No. 9954 in Book 502 of Official Records page 70

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

The Northwest quarter of Section 15 (33-120-20 and 21); The North half and the Southeast quarter of Section 21 (33-110-27 and 28); and the South half of the Northeast quarter of Section 33 (33-130-19, all in Township 8 North, Range 3 East, M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No. 85
"EXHIBIT A"

30

34
Ac

EASE

16

11
634.41Ac ±

1" = 1200

E 2,098,311.71
N 315,078.84

Micro Fiched

12

E 2,098,284.70
N 312,408.84

500KV LINE

20

21

9
640 A.

431.74Ac ±

29
156.98Ac. ±

30
3.02Ac ±

28
48.26Ac ±

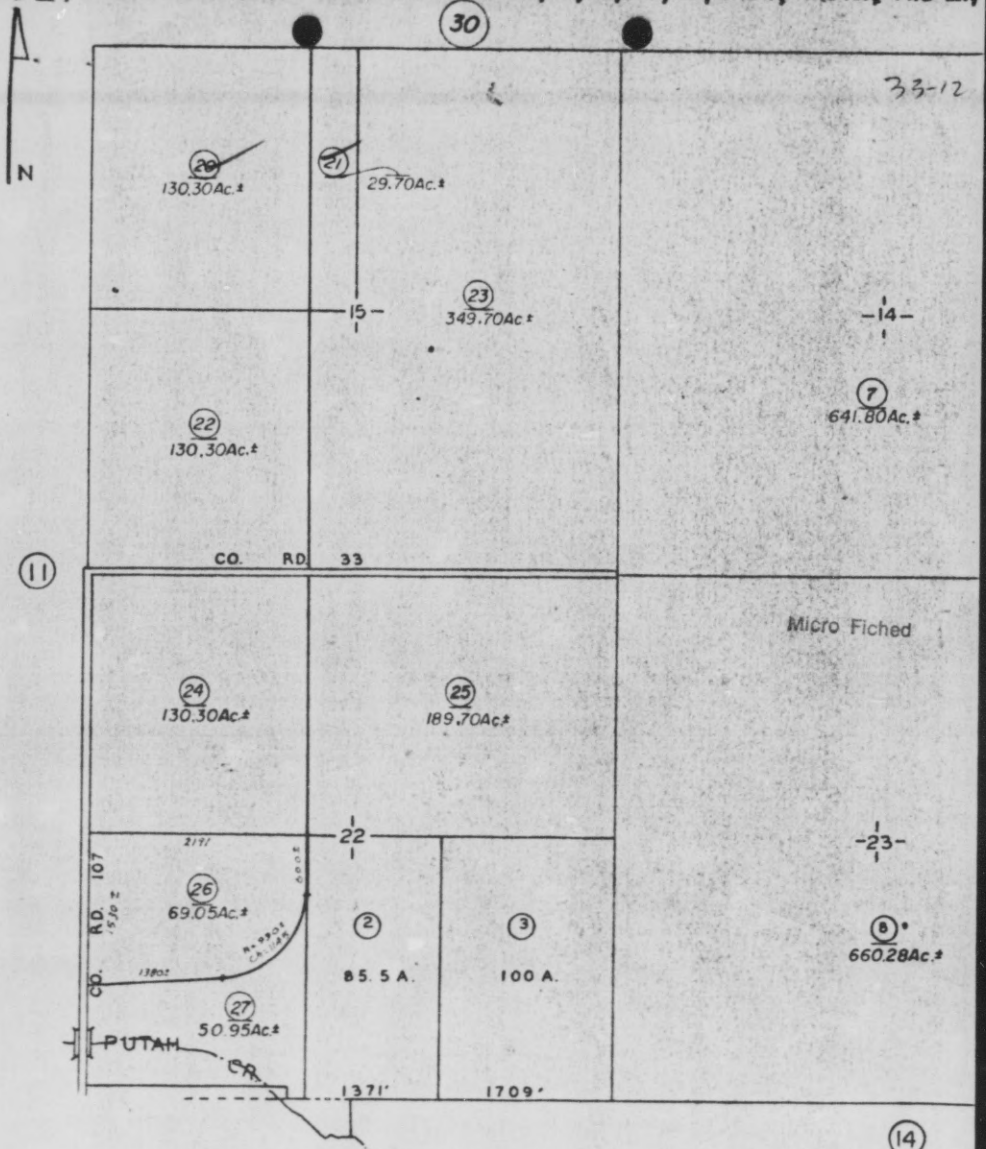
CO. RD 107

13

Assessor's Map Bk. 33 Pg. 11
County of Yolo, Calif.

3-12.

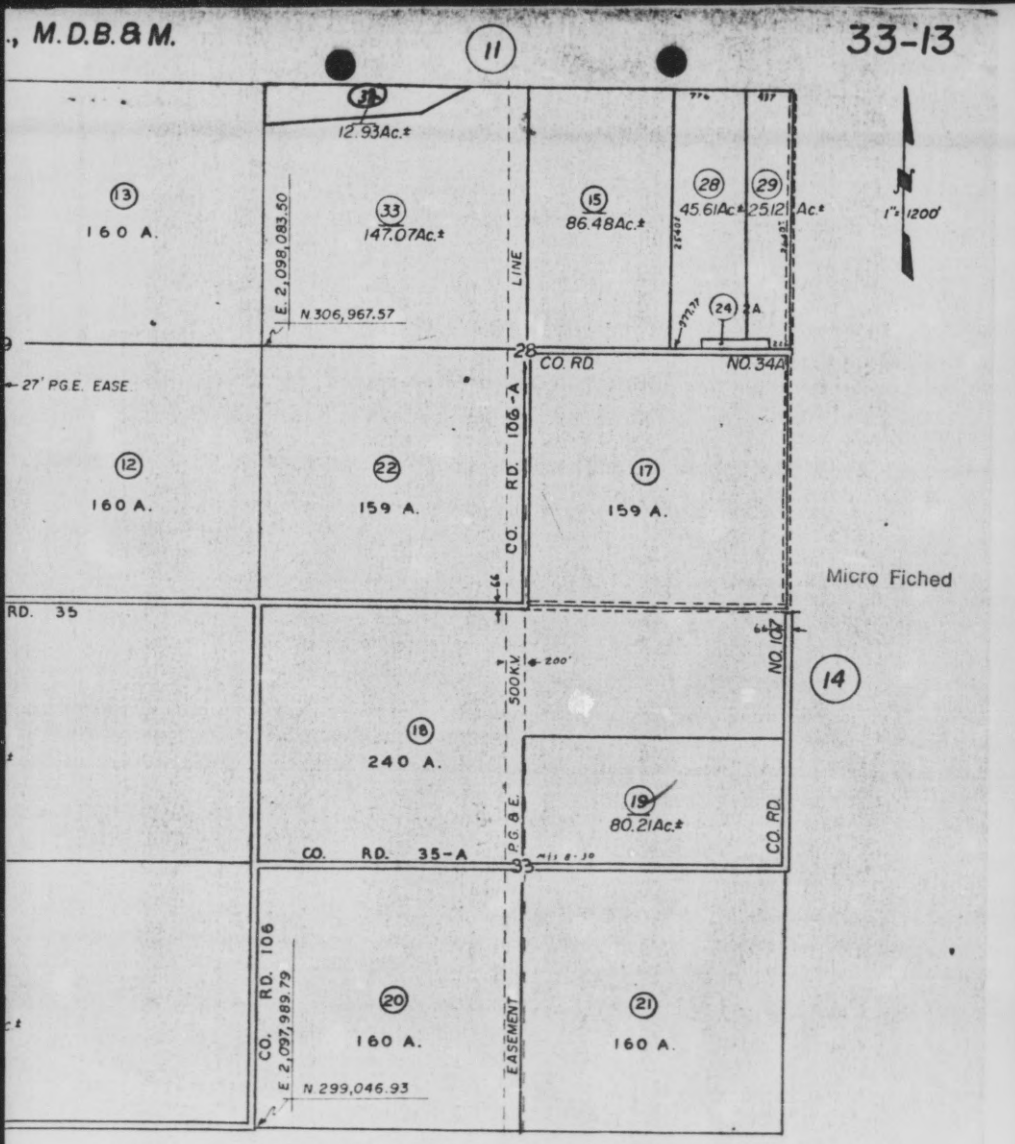
SEC. 13, 14, 15, 22, 23, & 24, T. 8N., R. 3 E.,



M. & S. Bk. 8, Pg. 30-38 — Glide "Tule Ranch"

NOTE - Asse
Asse

FEB 1950



Assessor's Map Bk. 33 Pg. 13
County of Yolo, Calif.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CHG 8
APR 1969

1951

AGREEMENT NO. 22-309

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Byron Scofield, Jr., Betty Virginia Edwards and Frank A. Scofield
P.O. Box 204
Arbuckle, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Thomas
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Frank A. Scofield

Betty Virginia Edwards

Byron Scofield Jr

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972 before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

Misc-166 (GS) Ack. Individual (Rev. 9-68) Staple Staple

STATE OF CALIFORNIA
COUNTY OF ORANGE } SS.

On JUNE 16, 1972 before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK A. SCHIELD

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

Arthur P. Moore

Name (Typed or Printed)
Notary Public in and for said County and State

Micro Fiched

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
ARTHUR P. MOORE
Notary Public - California
PRINCIPAL OFFICE IN
ORANGE COUNTY
MY COMMISSION EXPIRES MAY 24, 1974

TO 447 C
(Individual)

STATE OF CALIFORNIA
COUNTY OF Sacramento } SS.

On June 21, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Betty Virginia Edwards

known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

STAPLE HERE

Signature June Loudon

June Loudon
Name (Typed or Printed)

Micro Fiched

OFFICIAL SEAL
JUNE LOUDON
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires September 10, 1973

(This area for official notarial seal)

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

Micro Fiched

On June 26, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Byron Scofield, Jr.

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

WITNESS my hand and official seal.

Signature Alan R. Manseau

Alan R. Manseau
Name (Typed or Printed)

OFFICIAL SEAL
ALAN R. MANSEAU
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires February 21, 1976

(This area for official notarial seal)

STAPLE HERE

RO 10463-015

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 20.00

Street address or other ref.
18-120-07
18-120-03
18-130-02

a California corporation, does hereby guarantee

Byron Scofield
P.O. Box 204
Arbuckle, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Byron Scofield, Jr., as to an undivided 2/9 interest by deed recorded June 22, 1950 in Book 321 of Official Records page 429; Betty Virginia Edwards, as to an undivided 2/9 interest by deed recorded June 22, 1950 in Book 321 of Official Records page 430; Frank A. Scofield, as to an undivided 1/3 interest by deed recorded June 22,1950 in Book xxxxxxxxxxxx 321 of Official Records page 430 and 431; and Byron Scofield, Jr., as to an undivided 2/9 interest by deed recorded January 23, 1970 in Book 933 of Official Records xxxxxxxxxxxx page 14, as their separate property

I.R.S. $ None on any of the above documents

Micro Fiched

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Parcel No. 1: the Northeast quarter of the Northwest quarter of Section 27, Township 12 North, Range 3 West M.D.B. & M. (also described as Lot 2 of the Northwest quarter of Section 27, Township 12 North, Range 3 West M.D.B. & M.)
PARCEL NO. 2: the Southeast quarter of the Southwest quarter of Section 22, Township 12 North, Range 3 West, M.D.B. & M.
PARCEL NO. 3: the Southwest quarter of the Southwest quarter of Section 15, Township 12 North, Range 3 West , M.D.B. & M.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

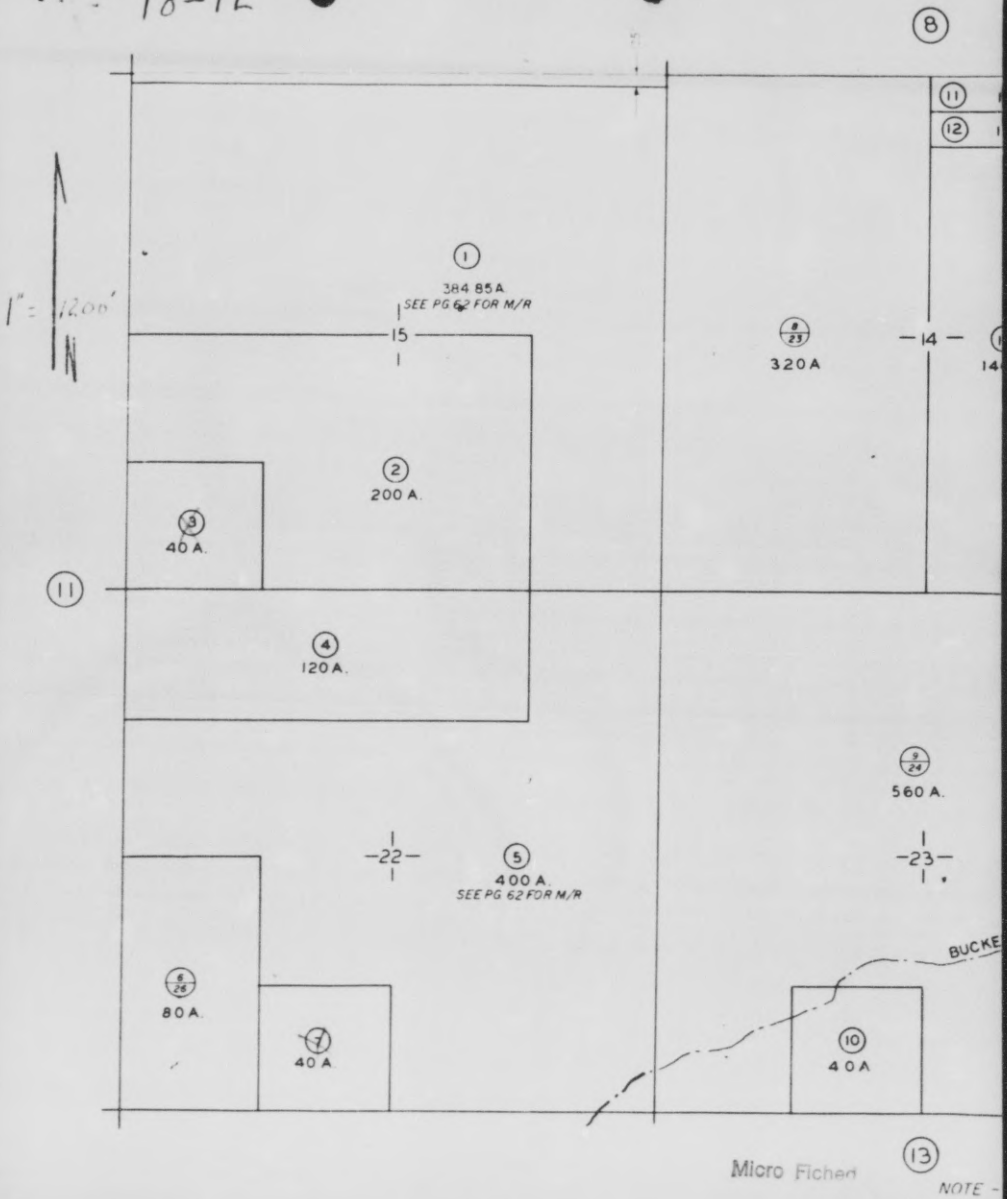
by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Preserve No. 35
"Exhibit A"

T.12 N. R.3W. M.D.B.&M.

18-12

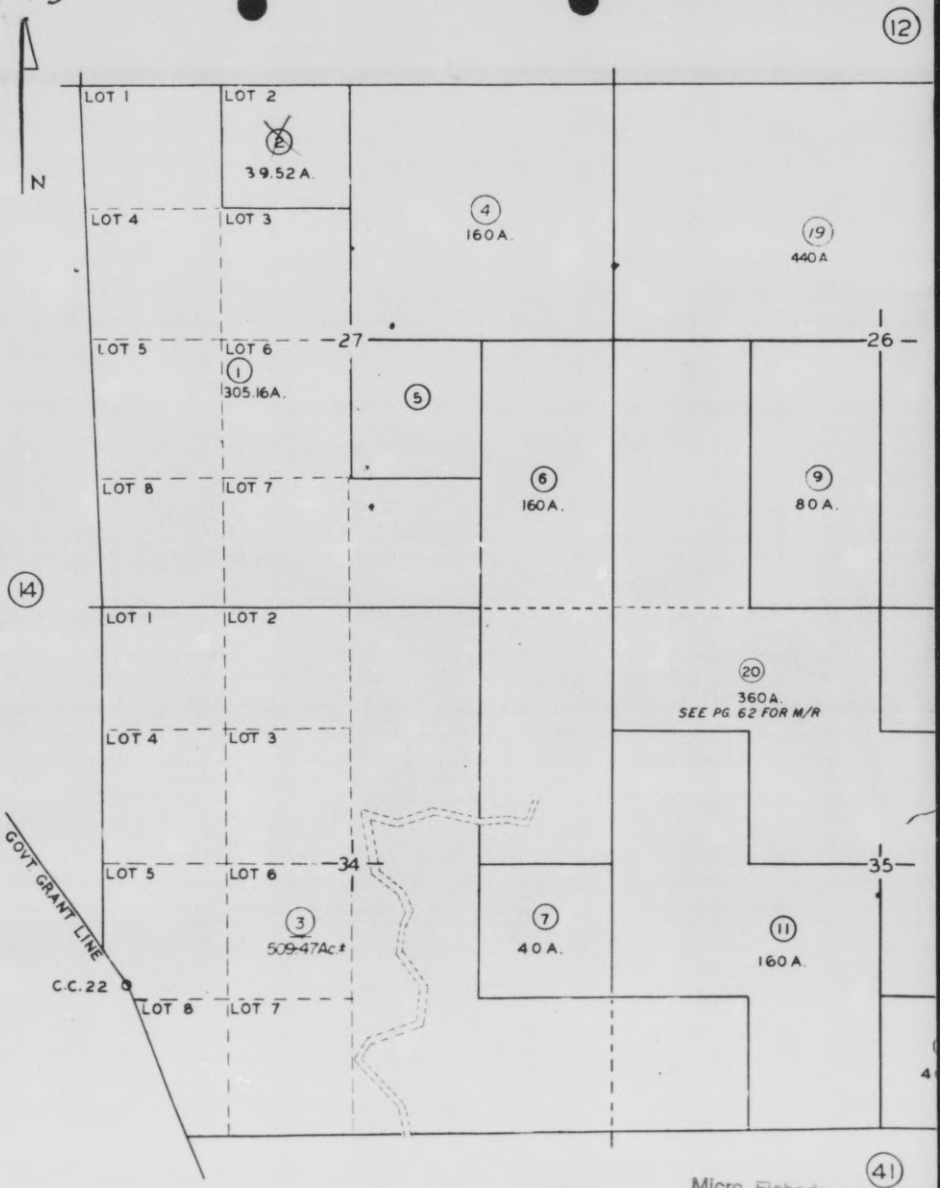


W.R.J.

JUNE 1960

18-13

T. 12 N. R. 3 W. M.D.B.&M.



Micro Fiched

WR J

AGREEMENT NO. 72-310

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

Earl Fisher

455 1st Street Woodland, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Earl Fisher D.D.S.

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of YOLO } ss.

On this 27th day of JUNE in the year one thousand nine hundred and Seventy two before me, MARGARET I. HOOPER a Notary Public, State of California, duly commissioned and sworn, personally appeared EARL FISHER, DDS.

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the said County of YOLO the day and year in this certificate first above written.

OFFICIAL SEAL
MARGARET I. HOOPER
NOTARY PUBLIC - CALIFORNIA
COUNTY OF YOLO
My Commission Expires Oct. 29, 1973

Dated this _____ day of _____, 19____.

Notary Public, State of California.

My Commission Expires October 29, 1973

F-412 (9-4-64)

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 29392

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66044 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

EARL FISHER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 19, 1972 , in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned: Clinton Gray
Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66044 Effective Date: June 19, 1972

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:
EARL FISHER

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

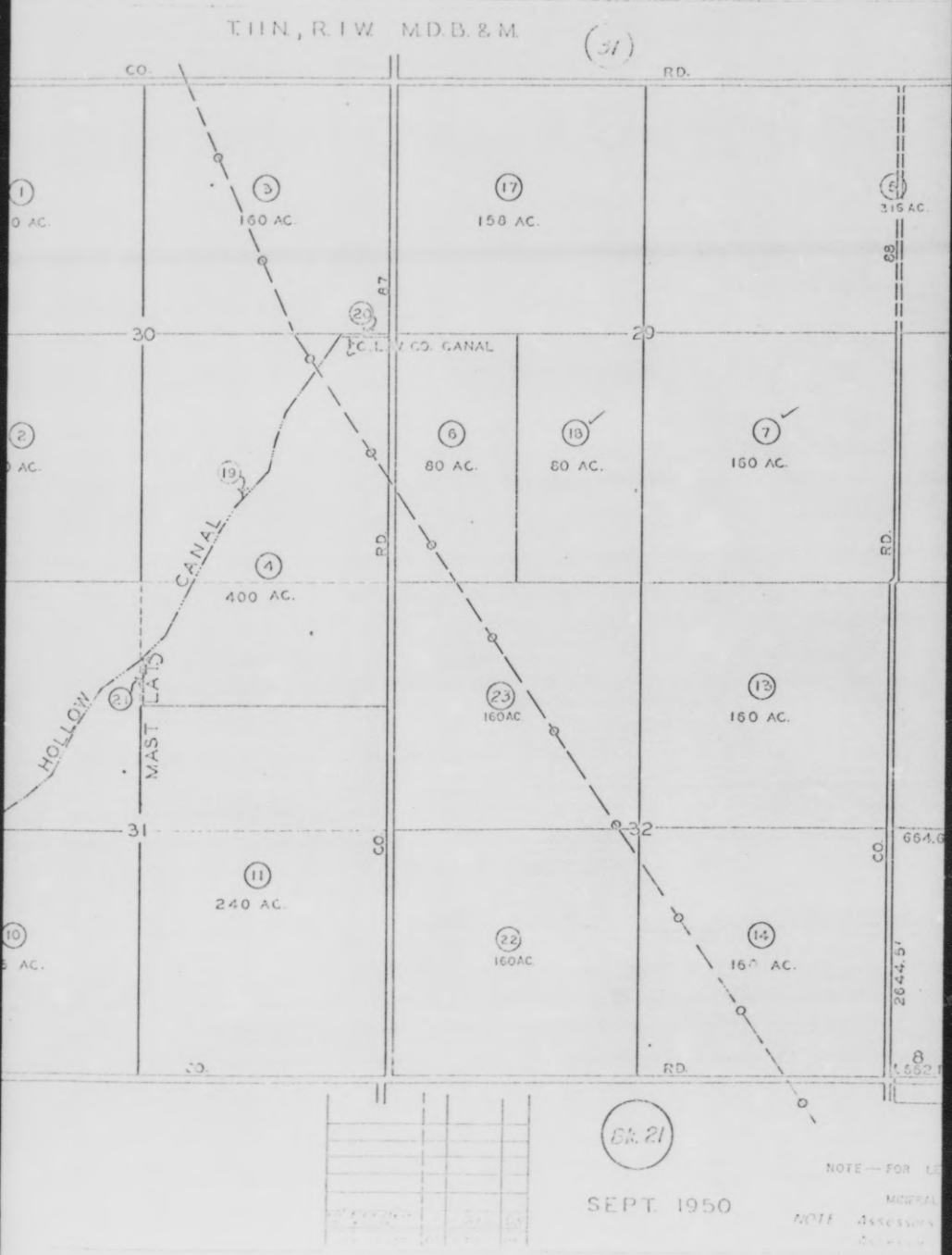
All that real property in the County of Yolo, State of California, described as follows:

The Southeast Quarter and the East half of the Southwest Quarter of Section 29, Township 11 North, Range 1 West, M.D.B. & M.

EXCEPTING THEREFROM all oil, gas, mineral and other hydrocarbon substances that may be produced from the above described property, for a period of five years from July 19, 1968, at which time all of said oil, gas, minerals and other hydrocarbon substances shall revert to Earl Fisher.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessors Parcel No. 19-410-07 & 19-410-18.

NOTE: This guarantee is limited to the above described property.


T.11N., R.1W. M.D.B.&M.
(31)
CO.
RD.
1
0 AC.
3
160 AC.
17
158 AC.
5
315 AC.
88
30
20
E.C.L. & P. CO. CANAL
2
AC.
19
6
80 AC.
18
80 AC.
7
160 AC.
CANAL
4
400 AC.
HOLLOW
MAST LATERAL
23
160AC.
13
160 AC.
31
32
664.6
11
240 AC.
10
AC.
22
160AC.
14
160 AC.
2644.5'
8
1,652.
(Bk. 21)
SEPT. 1950
NOTE — FOR
MINERAL
NOTE Assessor's

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Chaney
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Agnes M. Fehr

Florinda J. Brown

William S. Fraser

James M. Fraser

Virginia Barrymore

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

Micro Fiched

OFFICIAL SEAL
ELLEN C. SHRIVER
NOTARY PUBLIC-CALIFORNIA
YOLO COUNTY
My Commission Expires Mar. 4, 1974

STATE OF CALIFORNIA, *County of* YOLO } *ss.*

ON the 16th day of June, 19 72, *before me, the undersigned a Notary Public in and for the State of California with principal office in the County of* YOLO, *personally appeared*

JAMES M. FRASER and
WILLIAM S FRASER

known to me to be the person s whose name s are subscribed to the within Instrument, and acknowledged to me that they executed the same. WITNESS my hand and official seal.

SIGNATURE OF NOTARY: Ellen C. Shriver
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED: ELLEN C. SHRIVER
My commission expires March 4, 1974.

Micro Fiched

FRED O. SUMMER
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission expires April 12, 1975

STATE OF CALIFORNIA, } ss.

Said *County of* Sacramento

On this 26th *day of* June *in the year one thousand nine hundred and* Seventy-two *before me,* Fred O. Summer *a Notary Public, State of California, duly commissioned and sworn, personally appeared*

Virginia Barrymore

known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that She executed the same

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Said *County of* Sacramento *the day and year in this certificate first above written.*

Fred O. Summer
Notary Public, State of California

My Commission Expires

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

State of California
County of Contra Costa

On- ~~May~~ June 3, 1972, Before me, the undersigned personally appeared AGNES M. FEUR AND FLORINDA I. MERCER, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 3rd day of June, 1972.

Pamela H Adams
Pamela H. Adams
Notary Public in and for said county and state

Micro Fiched

GUARANTEE

68 28408

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65982 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

JAMES FRASER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972 @ 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 89
"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65982 Effective Date: June 2, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of the assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: James M. Fraser, Florinda J. Mercer, Agnes M. Fehr, William S. Fraser, and Virginia Barrymore, in equal shares

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:
All that real property in the County of Yolo, State of California, described as follows:

Lots 27,28, 29 and 30 of Holland Land Co., Subdivision No. 5, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on January 19, 1921, in Book 3 of Maps, at page 36.

EXCEPTING THEREFROM THE FOLLOWING:

(a) The South 20 acres of Lot 28, as conveyed to William Guy Paden, by deed recorded November 30, 1925, recorder's File No. 2999.

(b) That portion of said lots heretofore, conveyed to Sacramento Northern Railway, being strips of land of various widths along the easterly boundaries of said lots.

(c) That portion of Lot 30, conveyed to the County of Yolo by deed recorded April 15, 1965, in Book 794 of Official Records, at page 502, more particularly described as:

A strip of land being a portion of Lot 30 Holland Land Co. Subdivision No. 5, recorded in Map Book 3 at page 36, in the office of the Recorder of Yolo County California, more fully described as follows:

Beginning at the intersection of the North line of Clarksburg Road (50 feet wide) and the East line of the Main Drainage Canal (150) feet wide) as shown on said subdivision Map; thence along said East line North 34° 30' 00" East 0.06 feet to a non-tangent curve; thence along said curve to the left with a radius of 480.00 feet thru a central angle of 27° 52' 24" an arc distance of 233.51 feet to the intersection with said North line of Clarksburg Road; thence along said North line North 89° 59' 00" West 143.95 feet to an angle point in said North line; thence North 55° 30' 00" West 98.29 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1972-73 Assessment Roll as Assessor's Parcel No. 43-210-07, 43-210-08, 43-210-10, Code Area 58-002.

NOTE: This guarantee is limited to the above described property.

AGREEMENT NO. 72-312

FILED
FEB 27 1973
LAURENCE P. HENGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

Carlos Quintana and Bertha Quintana
26513 Weston Road
Los Altos, California 94022

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve 8 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

AGREEMENT NO. 72-312

FILED
FEB 27 1973
LAURENCE P. HENGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Carlos Quintana and Bertha Quintana
26513 Weston Road
Los Altos, California 94022
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve 8 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Carlos Quintana

Bertha Quintana

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

OFFICIAL SEAL
FRANCES M. MUNZELL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
COUNTY OF SANTA CLARA
My Commission Expires March 4, 1975

Micro Fiched

STATE OF CALIFORNIA,
County of Santa Clara } ss.

On this 26th day of June in the year one thousand nine hundred and Seventy-Two before me, Frances M. Munzell, a Notary Public, State of California, duly commissioned and sworn, personally appeared Charles Pruetzman and Barbara Pruetzman

known to me to be the persons whose names subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Santa Clara the day and year in this certificate first above written.

Frances M. Munzell

Notary Public, State of California. My Commission Expires March 4, 1975

Cowdery's Form No. 34—(Acknowledgment—General) (C. C. Sec. 1189) PRINTED 11/23/65 61-0322

(Rev. 4-71)

RO 10463-044

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel No.
18-140-30
18-140-31

a California corporation, does hereby guarantee

Carlos Quintana
26513 Weston Road
Los Altos, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

CARLOS QUINTANA AND BERTHA QUINTANA, his wife

Deed Recorded November 22, 1968

Micro Fiched

Document No. 12788 in Book 897 of Official Records page 48

I.R.S. $ 37.40

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

See Exhibit "A" attached hereto

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 1, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Preserve No. 8

EXHIBIT "A"

All that real property situate in Section 29, 30, 31 and 32, Township 12 North, Range 3 West, M.D.B.&M., County of Yolo, State of California, described as follows:

The Southwest quarter; the south one-half of the southeast quarter; the northwest quarter of the southeast quarter; Lot 4 Section 30 and Lot 3 of Section 29, Township 12 North, Range 3 West, M.D.B.&M., containing 336.86 acres more or less.

TOGETHER WITH the following rights of way and easements for road and other purposes:

Easement No. 1: a right of way for road purposes over and across that certain real property described as follows:

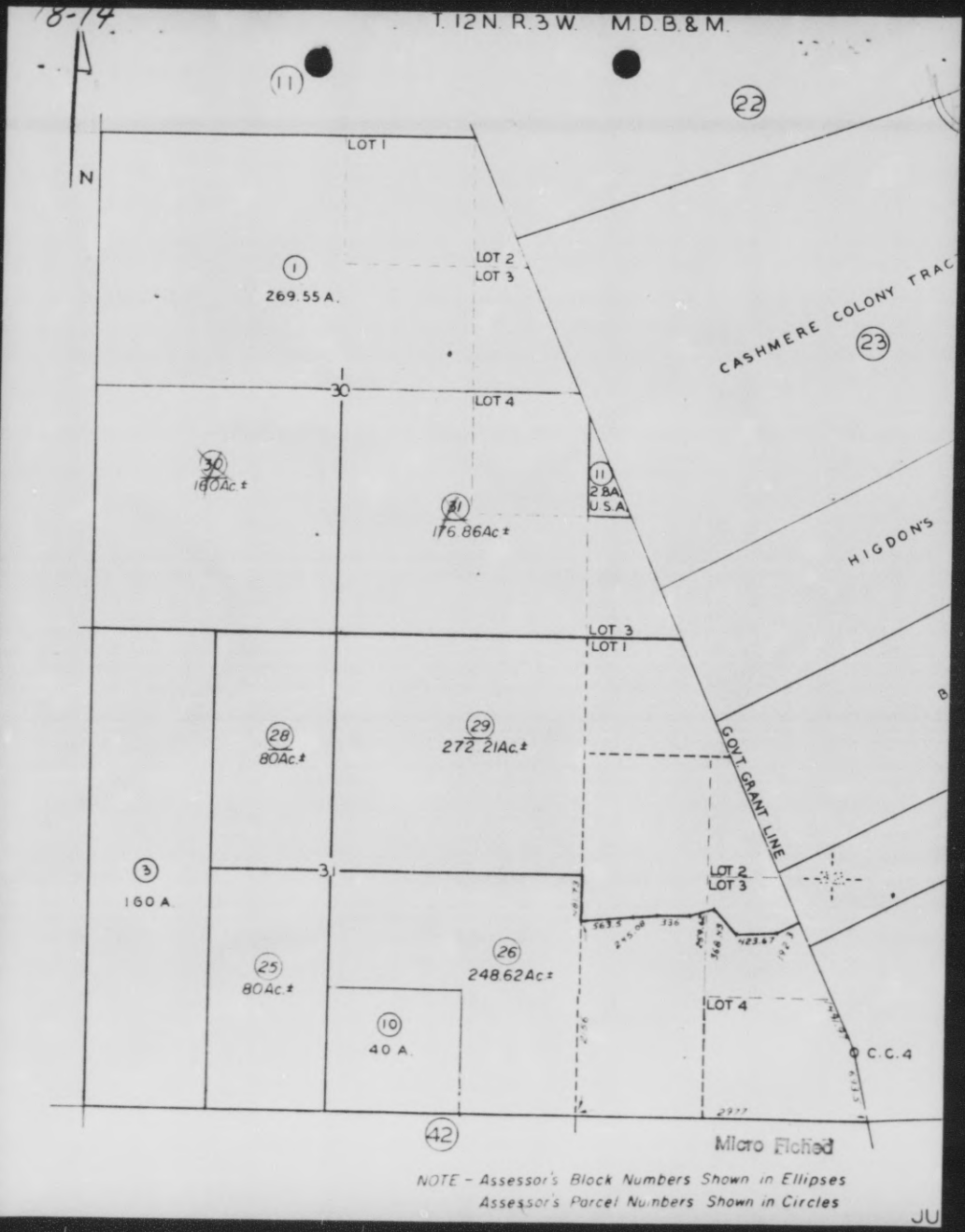
Bounded by a line commencing at the northwest corner of a tract of land conveyed to B. H. Stevens by John Gordon of Capay Valley by deed of July 11, 1905 and recorded in volume 66 of Deeds at page 142, in the office of the County Recorder of Yolo County, Records thereof; and running thence easterly along the north line of said described tract to the westerly line of the county road running through said tract; thence southerly on the westerly line of said county road 20 feet; thence westerly on a line parallel with said north or northerly line of said tract, and 20 feet distant therefrom to the westerly line of said tract; thence northerly to the westerly line of said tract 20 feet to the place of beginning, said strip hereby conveyed containing one and one-half acres of land, more or less.

Easement No. 2: a right of way for road and other purposes over the following described property:

A strip of land 20 feet in width, lying 20 feet to the west of the following described line.

Beginning at a point 20 feet south 23°7'35" East from the northwest corner of a tract of land conveyed to B. H. Stevens by John Gordon of Capay Valley, by deed of July 11, 1905, and recorded in volume 66 of Deeds at page 142, in the Office of the County Recorder of Yolo County, records thereof; said point being the true point of beginning, and running thence northwesterly along a fence line more particularly described as the western boundary of Rancho Canada de Capay to the intersection of that line with the southern boundary line of Section 29, Township 12 North, Range 3 West, M.D.B.&M., County of Yolo, State of California, also being the southeasterly corner of Lot 3 of Section 29, Township 12 North, Range 3 West, M.D.B.&M.

Micro Fiched


8-14
T. 12 N. R. 3 W. M.D.B.&M.
N
11
22
LOT 1
LOT 2
LOT 3
1
269.55 A.
CASHMERE COLONY TRAC
23
30
LOT 4
30
160Ac.±
31
176.86Ac.±
11
2 BA
U.S.A.
HIGDON'S
LOT 3
LOT 1
28
80Ac.±
29
272.21Ac.±
GOVT. GRANT LINE
3
160 A.
31
LOT 2
LOT 3
25
80Ac.±
26
248.62Ac.±
10
40 A.
LOT 4
C.C.4
42
Micro Filmed
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
JU

AGREEMENT NO. 22-313

FILED
FEB 27 1973
LAURENCE [illegible]N, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th day of December, 1972, by and between EDWIN ARTHUR THEISS AND DOROTHY W THEISS 3792 MORCOM AVE OAKLAND CA 94619 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within, this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Edwin Arthur Theiss

Dorothy W. Theiss

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA, County of YOLO } ss.

Micro Fiched

On this 27th day of JUNE in the year one thousand nine hundred and seventy two before me, Virginia M. Cameron, a Notary Public, State of California, duly commissioned and sworn, personally appeared Edwin Arthur Theiss and Dorothy W. Theiss

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron
Virginia M. Cameron Notary Public, State of California

My Commission Expires

LAURENCE P. HENIGAN, COUNTY CLERK

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1190a)

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66936 Effective Date: June 12, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:

EDWIN ARTHUR THEISS AND DOROTHY W. THEISS, his wife, as tenants in common

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Lot 11 of Smith Tract, according to the map entitled "Smith and Rumsey Tract", filed for record in the office of the Recorder of Yolo County, California, on July 13, 1893, in Book 1 of Maps, at page 38.

NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 Assessment Roll as Assessor's Parcel No. 18-660-23.

NOTE: This guarantee is limited to the above described property.

Micro Fiched

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66036 Effective Date: June 12, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:

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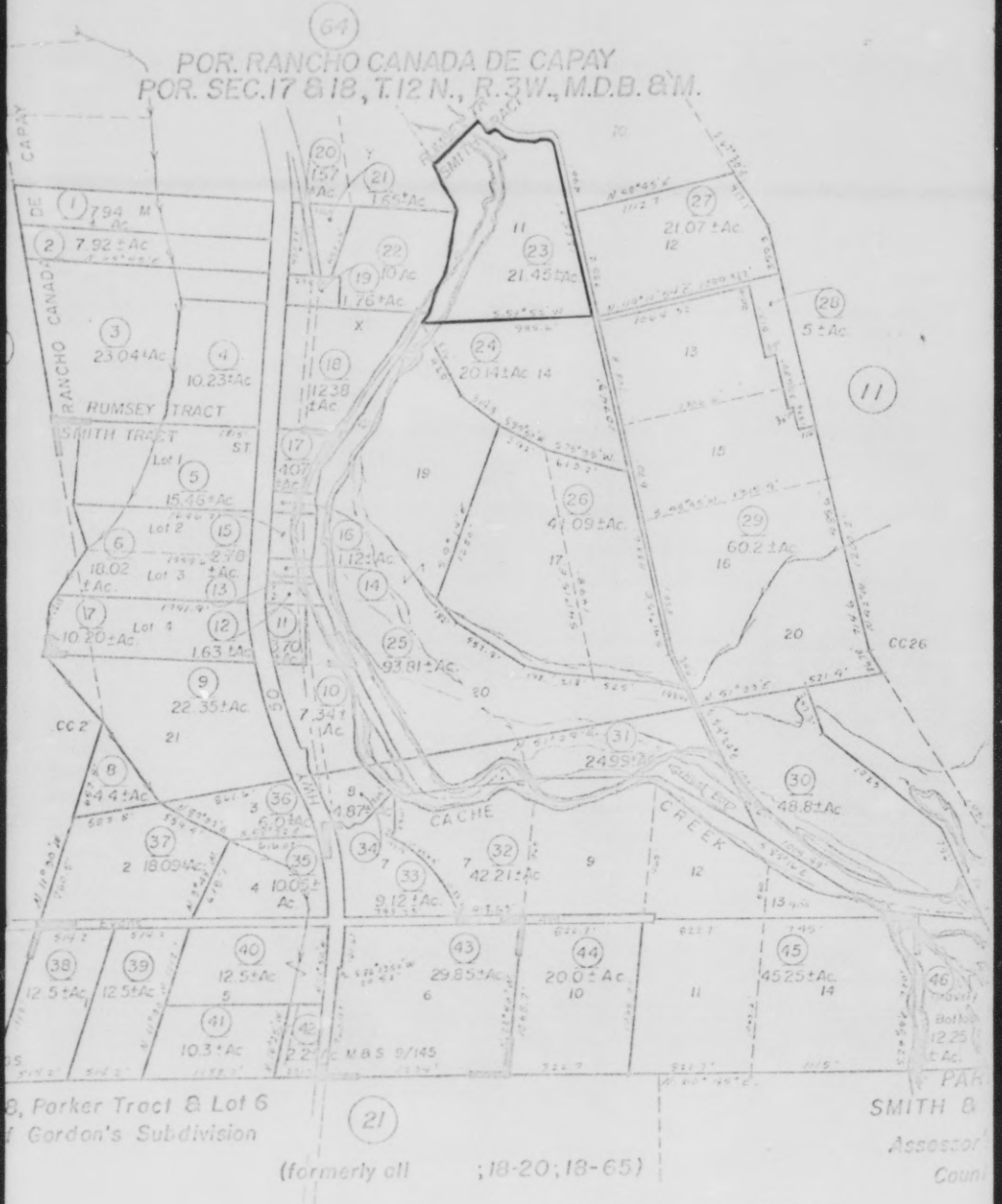
NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 Assessment Roll as Assessor's Parcel No. 18-660-23.

NOTE: This guarantee is limited to the above described property.

Micro Fiched


POR. RANCHO CANADA DE CAPAY
POR. SEC. 17 & 18, T. 12 N., R. 3 W., M.D.B. & M.
RANCHO CANADA DE CAPAY
RUMSEY TRACT
SMITH TRACT
Lot 1
Lot 2
Lot 3
Lot 4
7.94 M Ac.
7.92 ± Ac.
23.04 ± Ac.
10.23 ± Ac.
15.46 ± Ac.
18.02 ± Ac.
2.70 ± Ac.
10.20 ± Ac.
1.63 ± Ac.
22.35 ± Ac.
4.44 ± Ac.
18.09 Ac.
10.05 ± Ac.
12.5 ± Ac.
12.5 ± Ac.
12.5 ± Ac.
10.3 ± Ac.
1.57 Ac.
1.76 ± Ac.
10 Ac.
11.38 ± Ac.
40.7 Ac.
1.12 ± Ac.
1.70 Ac.
7.34 ± Ac.
1.87 Ac.
9.12 ± Ac.
29.85 ± Ac.
21.45 ± Ac.
20.14 ± Ac.
93.81 ± Ac.
42.21 ± Ac.
20.0 ± Ac.
21.07 ± Ac.
5 ± Ac.
41.09 ± Ac.
60.2 ± Ac.
24.95 ± Ac.
48.8 ± Ac.
45.25 ± Ac.
12.25 ± Ac.
CACHE CREEK
CC 2
CC 26
MBS 9/145
Parker Tract & Lot 6
Gordon's Subdivision
(formerly all ;18-20;18-65)
SMITH &
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

AGREEMENT NO. 72-314

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th day of December, 1972, by and between

EDGAR A. BOYLES, JR
MARIAN BOYLES SPRINKEL
BIRDIE NELSON BOYLES
926 J Street
Sacramento, California 95814
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 80 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Edgar A. Bayles Jr.

Marian Bayles Sprinkel

Bridie Nelson Bayles

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Balraid Rodgers
Deputy

STATE OF CALIFORNIA, County of Sacramento } ss.

Micro Fiched

On this day of June in the year one thousand nine hundred and seventy-two before me, IRVIN E. MORAES, a Notary Public, State of California, duly commissioned and sworn, personally appeared EDGAR A. BOYLES, JR., MARIAN BOYLES SPRINKEL and BIRDIE NELSON BOYLES known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

OFFICIAL SEAL
IRVIN E. MORAES
NOTARY PUBLIC - CALIFORNIA
COUNTY OF SACRAMENTO
My Commission Expires May 31, 1974

Irvin E. Moraes
Notary Public, State of California.

My Commission Expires May 31, 1974

LAURENCE P. HENIGAN, COUNTY CLERK

Cowdery's Form No. 32—Acknowledgment—General. (C. C. Sec. 1189) 4575S

(Rev. 4-71)

GUARANTEE

68 29378

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66024 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

MARIAN BOYLES SPRINKEL
EDGAR A. BOYLES, Jr.
BIRDIE NELSON BOYLES

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 9, 1972 , in the County of Yolo

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

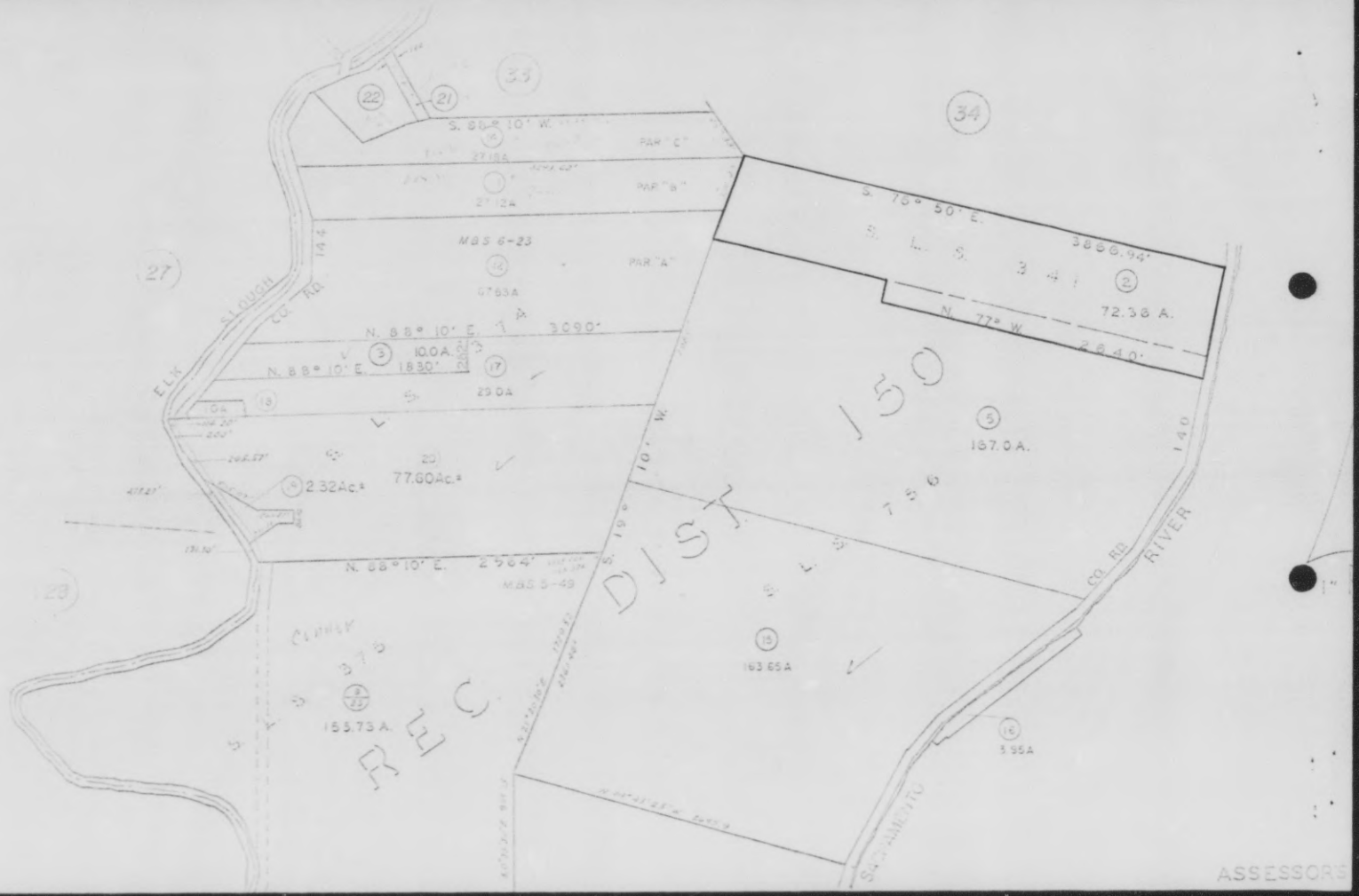
By R. H. Morton President

By J. M. Secretary

CLTA GUARANTEE FACE PAGE - 1967

Addition to Reserve No. 80
"EXHIBIT A"

35
34
27
22
21
S. 88° 10' W.
PAR "C"
27.18A
PAR "B"
27.12A
MBS 6-23
PAR "A"
67.83A
N. 88° 10' E. 1309.0'
10.0A.
N. 88° 10' E. 1830'
29.0A
2.32Ac.±
77.60Ac.±
N. 88° 10' E. 2964'
MBS 5-49
ELK SLOUGH
CO. RD. 144
S. 78° 50' E.
3856.94'
S. L. S. 34
72.38 A.
N. 77° W.
2840'
187.0A.
S. 19° 10' W.
CO. RD. 140
RIVER
SACRAMENTO
163.65A
155.73 A.
5.95A
DISK
REC
ASSESSORS


33
34
27
28
22
21
S. 88° 10' W.
PAR "C"
27.18A
PAR "B"
27.12A
MBS 6-23
PAR "A"
67.63A
N. 88° 10' E. 3090'
10.0A.
N. 88° 10' E. 1830'
29.0A
2.32Ac.±
77.60Ac.±
N. 88° 10' E. 2904'
MBS 5-49
ELK SLOUGH
CO. RD. 144
S. 19° 10' W.
S. 70° 50' E.
3886.94'
S. L. S. 341
72.38 A.
N. 77° W. 2840'
187.0A.
CO. RD. 140
RIVER
163.65A
3.95A
155.73 A.
SACRAMENTO

AGREEMENT NO. 72-315

FEB 27 1973

LAURENCE P. HENIGAN, Clerk

By ..... Deputy

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

Ralph Zoff

P.O. Box 382

West Sacramento, California

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 85 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

X _____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

Micro Fiched

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

Micro Fiched

On June 27, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Ralph Tufts

known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same.

STAPLE HERE

WITNESS my hand and official seal.

Signature Sue Turner

Sue Turner
Name (Typed or Printed)

OFFICIAL SEAL
SUE TURNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 14, 1975

(This area for official notarial seal)

TO 1551 (7-68)

TI

RO 10463-048

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref. 33-120-26 and 27

a California corporation, does hereby guarantee

Ralph Tufts
P.O. Box 382
West Sacramento, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

RALPH TUFTS

Deed Recorded February 19, 1951

Micro Fiched

Document No. 1124 in Book 339 of Official Records page 84

I.R.S. $ None

Record Description: All that certain real property situate in the County of Yolo, State of California, described as follows:

Beginning at the Northwest corner of the Southwest quarter of Section 22, and running thence East 2191 feet to a point 449 feet West from the Northeast corner of said quarter section; thence South 2399 feet to a point 241 feet North of the South boundary of said Southwest quarter of said Section 22; thence West 2191 feet, more or less, to the West boundary of said quarter section; thence North 2399 feet more or less, to the place of beginning, all in Township 8 North, Range 3 East, M.D.B. & M., containing 120.67 acres more or less.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

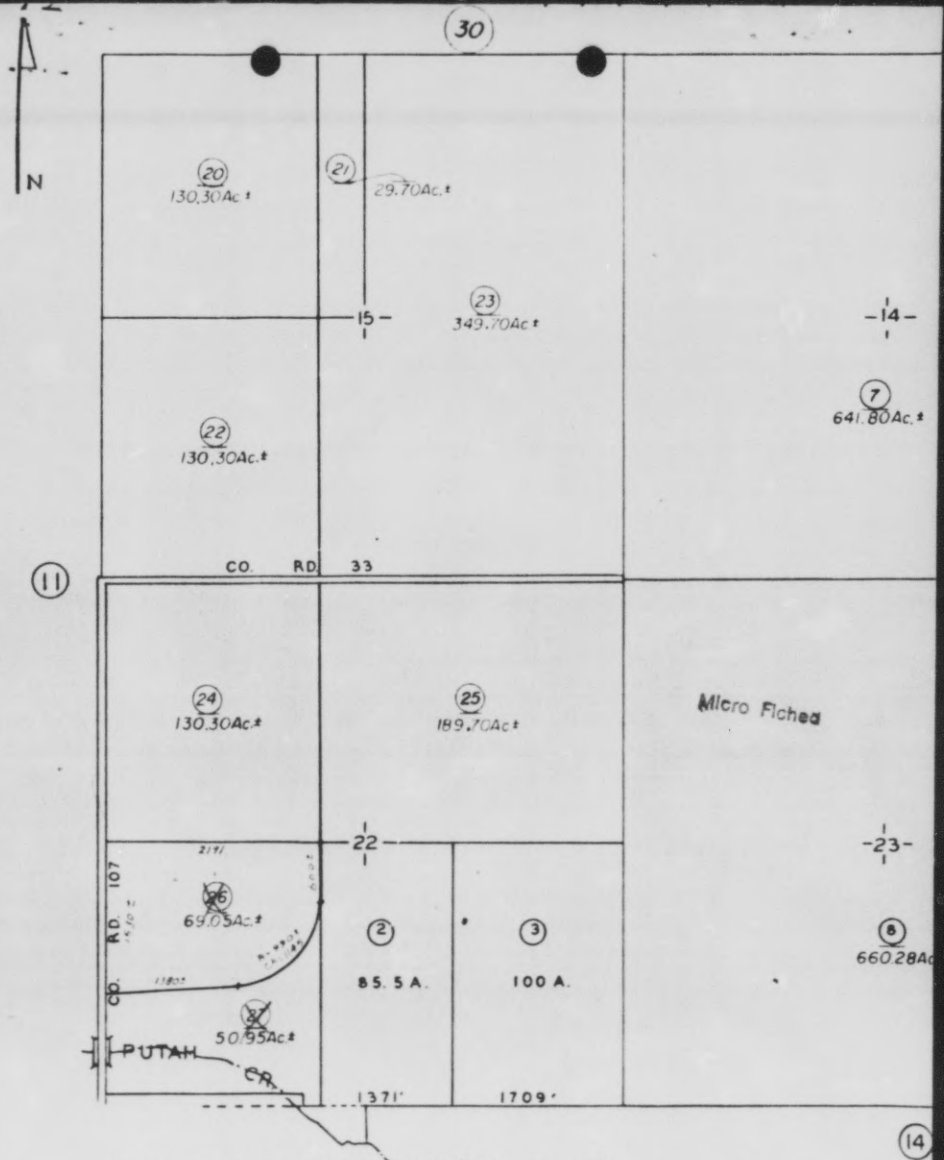
Dated as of June 8, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No 85
"Exhibit A"



M.&S. Bk. 8, Pg. 30-38 – Glide "Tule Ranch"

NOTE

FEB 1950

FILED

FEB 27 1973

LAURENCE P. HENGAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 72-316

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Barbara Landon 548 Buckeye St. Vacaville Cal Paul M. Gwartney

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 39 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Chaney
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Barbara Lahaie

Paul M Gwartney

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
LOS ANGELES) ss.
COUNTY OF ~~YOLO~~)

On this May 31, 19 72, before me the undersigned County Clerk of the County of Yolo, personally appeared Paul M Gwartney, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 31st day of May, 1972.

OFFICIAL SEAL
LEONA LEWELLEN
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires April 28, 1976

Leona Lewellen

[redacted]

STATE OF CALIFORNIA
COUNTY OF Solano } ss.

Micro Fiched

On June 14, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Barbara Lahann

, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature Susan Inman

Susan Inman
Name (Typed or Printed)

ACKNOWLEDGMENT - INDIVIDUAL

SUSAN INMAN
NOTARY PUBLIC - CALIFORNIA
SOLANO COUNTY
My commission expires June 2, 1975

(This area for official notarial seal)

GUARANTEE

68 29373

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65882 Liability $130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Filmed

GUARANTEES

ROBERT LESLIE BUTTON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972 at 5:00 p.m., in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [signature] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 39
"Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65882 Effectiv Date: June 2, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in: Paul M. Gwartney, a married man, as his sole and separate property, an undivided 1/2 interest; and Barbara Lahann, a married woman, as her sole and separate property, and undivided 1/2 interest, by deed dated August 8, 1967.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

The West half of the Southeast quarter of Section 36, Township 9 North, Range 1 West, M.D.B. & M.

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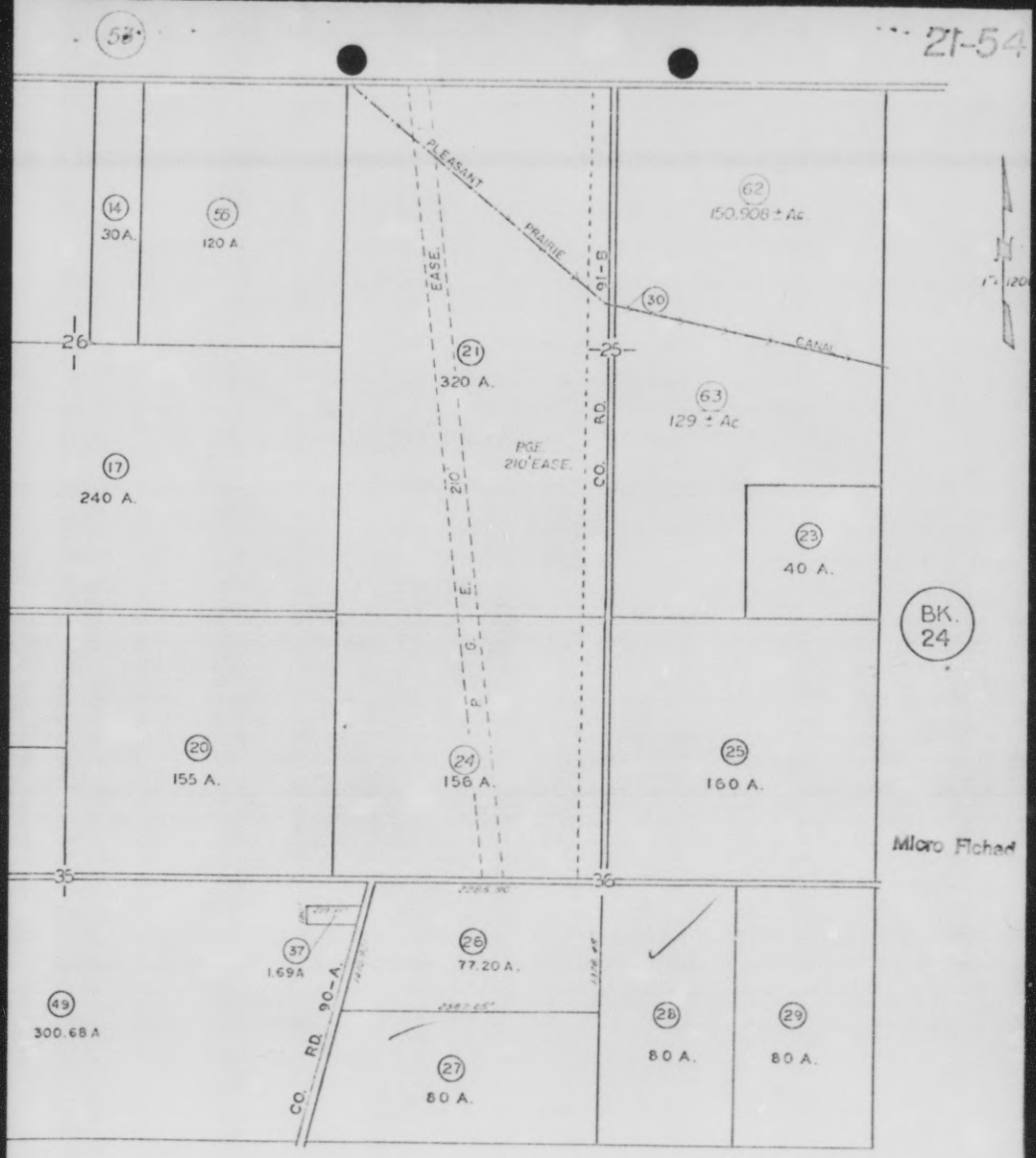
NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 21-540-28, Code Area 86-001.

NOTE: This guarantee is limited to the above described property.



Micro Fiched

Bk. 38

SEE BOOK 99

Assessor's Map Bk. 21 Pg. 54
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JAN 1951

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
BARBARA A. ROGERS
By ..... Deputy

AGREEMENT NO. 72-317

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between

Pintail Farms, Inc.
1975 Marina Boulevard
San Leandro, California 94577
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 7 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Chalmers
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Pintail Farms Inc

Richard Abbott

Vice President

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972 before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
Deputy

TO 449 C
(Corporation)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } SS.

Micro Fiched

On June 28, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard A. Urbats known to me to be the Vice President, and _____ known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Sue Turner

Sue Turner
Name (Typed or Printed)

OFFICIAL SEAL
SUE TURNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 14, 1975

(This area for official notarial seal)

STAPLE HERE

RO 10401-047

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 25.00

Street address or other ref.
Assessor's parcel No.
33-210-31

a California corporation, does hereby guarantee

Pintail Farms, Inc.
1975 Marina Boulevard
San Leandro, California 94577

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

PINTAIL FARMS, INC., a corporation

Deed Recorded July 8, 1968

Micro Fiched

Document No. 7206 in Book 885 of Official Records page 533

I.R.S. $ 44.00

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

The West half of the Southwest quarter of Section 8, Township 6 North, Range 3 East, M.D.B. & M.
EXCEPTING THEREFROM the North 330 feet thereof. RESERVING An undivided 1/2 interest in and to all oil, gas, and other hydro-carbon substances as reserved in the deed executed by David L. Waters et al recorded July 8, 1968 in Book 885 of Official Records page 533.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

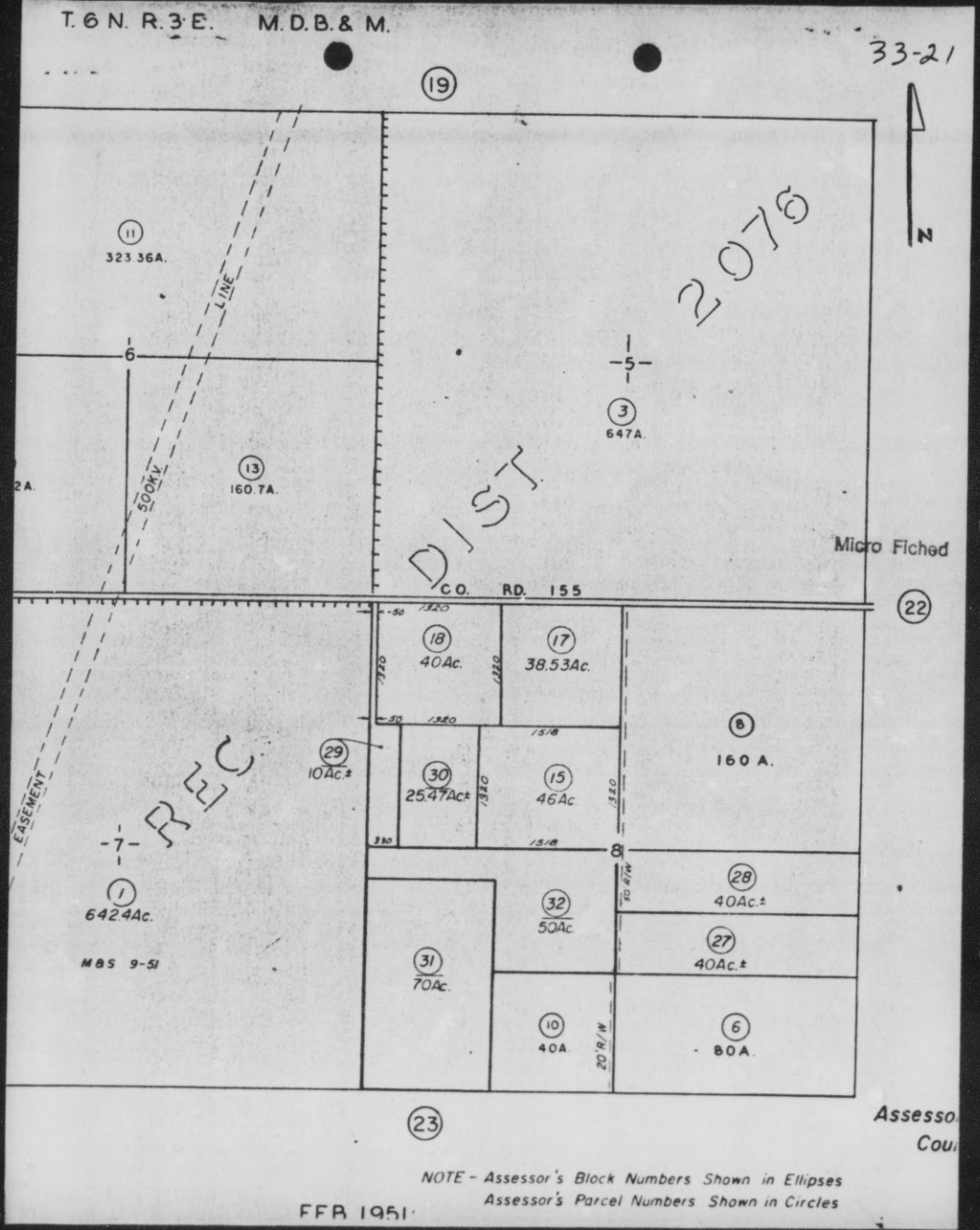
Dated as of May 26, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: Richard W Boulett SECRETARY

Addition to Preserve No. 7
"Exhibit A"


T. 6 N. R. 3 E. M. D. B. & M.
33-21
19
11
323.36A.
LINE
6
500KV
13
160.7A.
2A.
DIST
2076
5
3
647A.
N
Micro Fiched
C.O. RD. 155
22
18
40Ac.
17
38.53Ac.
8
160 A.
29
10Ac.±
30
25.47Ac±
15
46Ac.
EASEMENT
REC
7
1
642.4Ac.
MBS 9-51
8
28
40Ac.±
32
50Ac.
27
40Ac.±
31
70Ac.
10
40A.
20' R/W
6
80A.
23
Assesso
Cou
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
FEB 1951

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. ROGERS
Deputy

AGREEMENT NO. 72-318

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th day of December, 1972, by and between ELIZABETH ELLIOTT, ROY H. ELLIOTT, JR., LINDA CHRISTINE ELLIOTT and the Estate of ELIZABETH GLIDE WILLIAMS, deceased, 820 Bates Avenue, El Cerrito, California 94530

Micro Fiched

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 56 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

OWNER(S)

_____
Roy H. Elliott, Jr.

_____
Elizabeth Elliott

_____
Linda Christine Elliott

ESTATE OF ELIZABETH G. WILLIAMS, DEC'D.

by CROCKER NATIONAL BANK

by _____
R. E. NEVILLE
ASSISTANT TRUST OFFICER

_____
Joseph Henry Glide, Jr.
Co-Executors

(Rev. 4-71)

STATE OF CALIFORNIA,
County of Napa } ss:

Micro Fiched

On this 14th day of June in the year one thousand nine hundred and 72 before me, Terri E. Blake a Notary Public, State of California, duly commissioned and sworn, personally appeared Joseph Henry Glide, Jr

known to me to be the person whose name subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Napa the day and year in this certificate first above written.

Terri E. Blake

Notary Public, State of California

My Commission Expires _____

FORM NO. 32—General Acknowledgment.
Printed on Southworth's Parchment Deed
100% Cotton Fiber.

STATE OF CALIFORNIA,
County of Alameda } ss.

Micro Fiched

On this 14th day of June in the year one thousand nine hundred and Seventy-two

before me, EUGENE ELERDING, a Notary Public,

State of California, duly commissioned and sworn, personally appeared Roy H. Elliott, Jr., Elizabeth Elliott and Linda Christine Elliott

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Alameda the day and year in this certificate first above written.

EUGENE ELERDING
NOTARY PUBLIC-CALIFORNIA
ALAMEDA COUNTY
My Commission Expires July 9, 1972

Eugene Elerding
Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General (C. C. Sec. 1189) 42-0634 (PRINTED 4-1-64)

My Commission Expires

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

TO 449 C
(Corporation)

TI

STATE OF CALIFORNIA
COUNTY OF Alameda } ss.

Micro Fiched

On June 20, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared R. E. Neville, known to me to be the Ass't.Trust Officer ~~President and known to me to be~~ ~~Secretary~~ of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Jacqueline Frye

JACQUELINE FRYE
Name (Typed or Printed)

OFFICIAL SEAL
JACQUELINE FRYE
NOTARY PUBLIC CALIFORNIA
COUNTY OF ALAMEDA
My Commission Expires May 17, 1975

(This area for official notarial seal)

STAPLE HERE

TO 1551 (7-68)

RO 10463-C03B

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
Assessor's Parcel No.
44-022-06 Micro Fiched

a California corporation, does hereby guarantee

Roy H. Elliott
820 Bates
El Cerrito, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

ROY H. ELLIOTT, JR. as to an undivided 2/9 interest; LINDA CHRISTINE ELLIOTT, as to an undivided 2/9 interest; ELIZABETH ELLIOTT, as to an undivided 2/9 interest; and Crocker National Bank and Joseph Henry Glide, Jr., co-executors of the Estate of Elizabeth G. Williams, deceased, as to an undivided 1/3 interest by instrument recorded October 20, 1971 in Book 994 of Official records page 455, Document No. 13362

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

A triangular parcel located in Section 6, Township 7 North, Range 4 East, and in Section 31, Township 8 North, Range 4 East, M.D. B. & M., according to the official plat thereof, being bounded on the West by the West levee of Reclamation District No. 999; on the North by the Southerly boundary line of Swamp Land Survey No. 451, said S.L.S. line is also the Southerly boundary line of that tract of land now or formerly owned by B. F. Driver; bounded on the East by lands now or formerly owned by Anne McPhee and the Westerly boundary line of Reclamation District No. 765.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 8, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Preserve No. 56
"Exhibit A"

S. 89° 19'
2340'
939.
373'±
373'
24 A
44-02
2340'
74.13 A ±
2750'
S.L.S. 294
329.74 A ±
JEFFERSON BLVD.
1323.33'
230.44'
BK 33
022
021
276.29 A. ±
4000'±
S.L.S. 295
REC DIST
SNRR
E. TULE CANAL
2750'±
E.
3800' ±
JAN. 1957
N. 2° 30' W.
65.0 A ±
T.8N.R.3E.
T.8N.R.4E.
1700' ±
W. LINE DIST. 765
S 86° 57' 44 E
3900'±
W. LEVEE
Micro Fiched
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
Assessor's Map
County of

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-319

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Elizabeth Elliott and Roy H. Elliott Jr. aka Roy Holliday Elliott Jr.

820 Bates, El Cerrito, Calif. 94530
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 56 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

aka _____

_____

TO 1551 (3-68)

TI

RO 10352-003A

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
44-030-04 Parcel No. 1
44-030-05 Parcel No. 2

a California corporation, does hereby guarantee

Roy H. Elliott Jr.
820 Bates
El Cerrito, California 94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Roy H. Elliott Jr. and Elizabeth Elliott as their separate property, by the deed recorded March 10, 1971 in Book 971 of Official Records page 240, IRS $None as to Parcel No. 1; and Elizabeth Elliott and Roy Holliday Elliott, Jr., as their separate property by decree of distribution

~~XXXX~~Recorded June 2, 1972

Document No. 7694 in Book 1020 of Official Records page 373 Micro Fiched

I.R.S. $ None, as to Parcel No. 2

Record Description: All that property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No. 56

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK
By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

TQ 1551 (3-68)

TI

RO 10352-003A

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
44-030-04 Parcel No. 1
44-030-05 Parcel No. 2

a California corporation, does hereby guarantee

Roy H. Elliott Jr.
820 Bates
El Cerrito, California 94530

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is Roy H. Elliott Jr. and Elizabeth Elliott as their separate property, by the deed recorded March 10, 1971 in Book 971 of Official Records page 240, IRS $None as to Parcel No. 1; and Elizabeth Elliott and Roy Holliday Elliott, Jr., as their separate property by decree of distribution

~~XXXX~~Recorded June 2, 1972

Document No. 7694 in Book 1020 of Official Records page 373 Micro Fiched

I.R.S. $ None, as to Parcel No. 2

Record Description: All that property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Reserve No. 56

10463-003A

EXHIBIT "A"

PARCEL NO. 1:

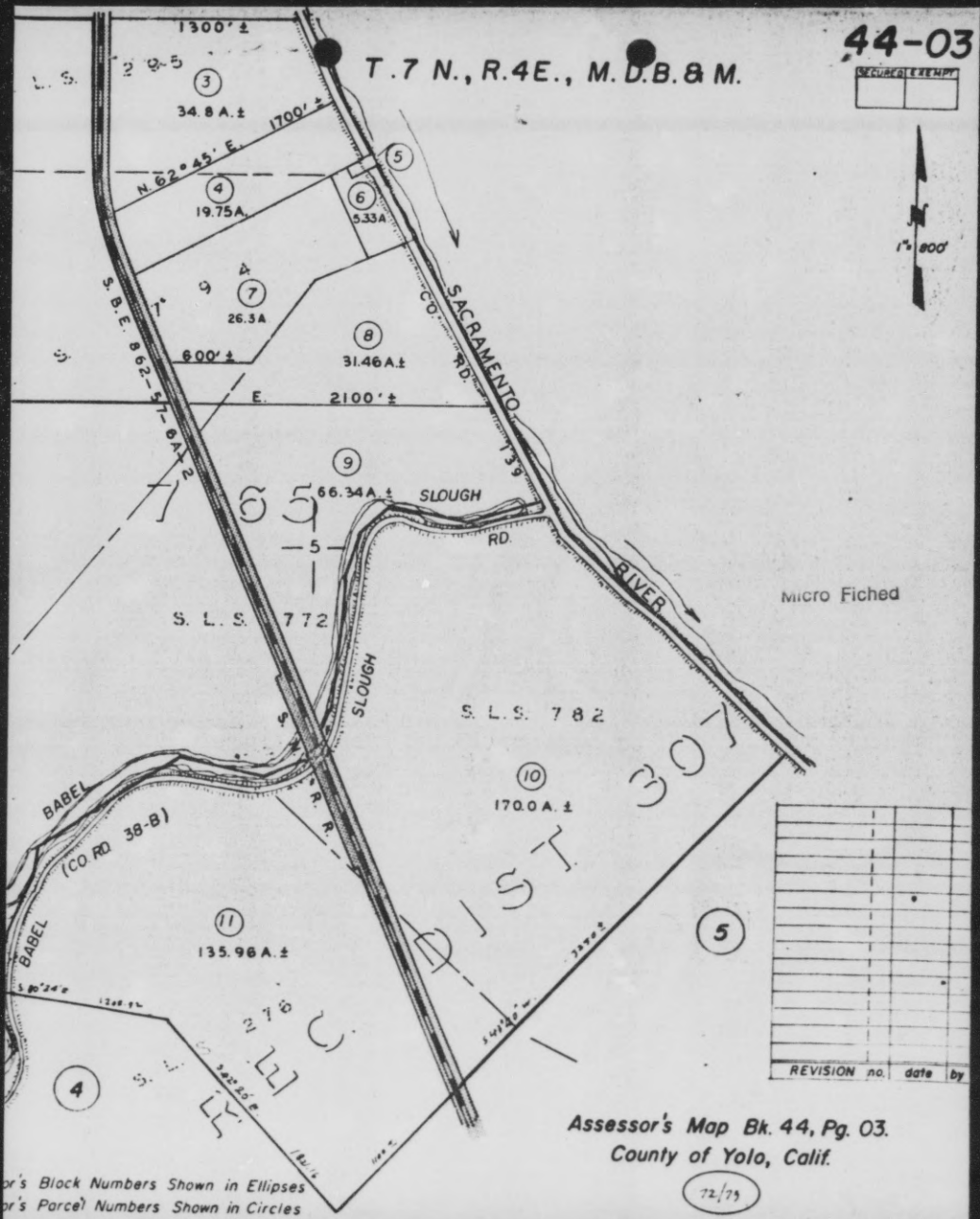
The Northerly 20 acres of the 48.51 acre tract of land sold by Henry Hyser to Manuel S. Contente and recorded in Volume 54 of Deeds, page 303 of Official Records of Yolo County. The Southerly line of this 20 acres runs parallel to and 7.3 chains distant at right angles from the Northerly boundary of said 48.51 acre tract.

EXCEPTING THEREFROM a tract of 0.25 acres, more or less, along the Westerly boundary of said property conveyed to Sacramento Northern Railway, a corporation by deed dated January 18, 1929, recorded January 21, 1929 in Book 5 of Official Records page 79.

Micro Fiched

PARCEL NO. 2:

Beginning a point in the Northerly line of a 26.3 acre parcel described as Parcel 1 in the deed to Eula G. Elliott recorded in Book 557 of Official Records page 138 produced easterly, that is situate North 62° 49' East 110 feet from the Northeasterly corner of said 26.3 acre tract and extending thence from said point of beginning South 27° 11' East 41.0 feet to a point; thence along a line parallel with the six inch pipe line through the levee to the River and 5 feet southerly thereof, North 65° 40' East 185 feet more or less to the ordinary high water line of the right bank of the Sacramento River; thence up and along the meanderings of said water line 50 feet more or less; thence along the Northerly line of said 26.3 acre tract produced easterly, South 62° 49' West 185.0 feet more or less to the point of beginning.


44-03
T.7 N., R.4E., M.D.B.& M.
SECURED & EXEMPT
1" = 800'
1300'±
L.S.
2 9 5
3
34.8 A.±
1700'±
N 62° 45' E.
4
19.75A.
5
6
5.33A
7
26.3A
8
31.46A.±
600'±
E. 2100'±
S.B.E. 862-57-6A
SACRAMENTO
CO. RD. 139
9
66.34A.±
SLOUGH
RD.
RIVER
Micro Fiched
S. L. S. 772
SLOUGH
S. L. S. 782
10
170.0A.±
DIST 307
BABEL
(CO. RD. 38-B)
BABEL
11
135.98A.±
4
5
REVISION no. date by
Assessor's Map Bk. 44, Pg. 03.
County of Yolo, Calif.
72/73
or's Block Numbers Shown in Ellipses
or's Parcel Numbers Shown in Circles

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-320

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th day of December, 1972, by and between Henry Yoshi Harry Yamada, Kumiko Yamada, Yoshito Yamada, Frances Midori Yamada

Rt 1 Box 1340
Davis, California 95616
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 19 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Micro Fiched

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara J. Rodgers DEPUTY

Micro Fiched

STATE OF CALIFORNIA,
COUNTY OF SACRAMENTO

On this 27th *day of* June *in the year one thousand nine hundred and* Seventy-Two *before me* Robert K. Fukushima *a Notary Public in and for* Maxxxxx *County of Sacramento, personally appeared* Yoshito Yamada, Frances Yamada, Henry Yoshiharu Yamada, & Kumiko Yamada

known to me to be the person s *whose name* s are *subscribed to the within instrument, and* they *duly acknowledged to me that* they *executed the same.*

In WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year in this certificate first above written.

Notary Public in and for the County of Sacramento, State of California

My Commission Expires 19

Sleeper 1015

GUARANTEE

68 28407

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65948 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

Henry Y. Yamada

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 2, 1972, 5:00 p.m., in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Moten President

Vice President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 19 "Exhibit 19"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65948 Effective Date: June 2, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in:
Henry Yoshiharu Yamada and Kumiko Yamada, his wife; and Yoshito Yamada and Frances Midori Yamada, his wife.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

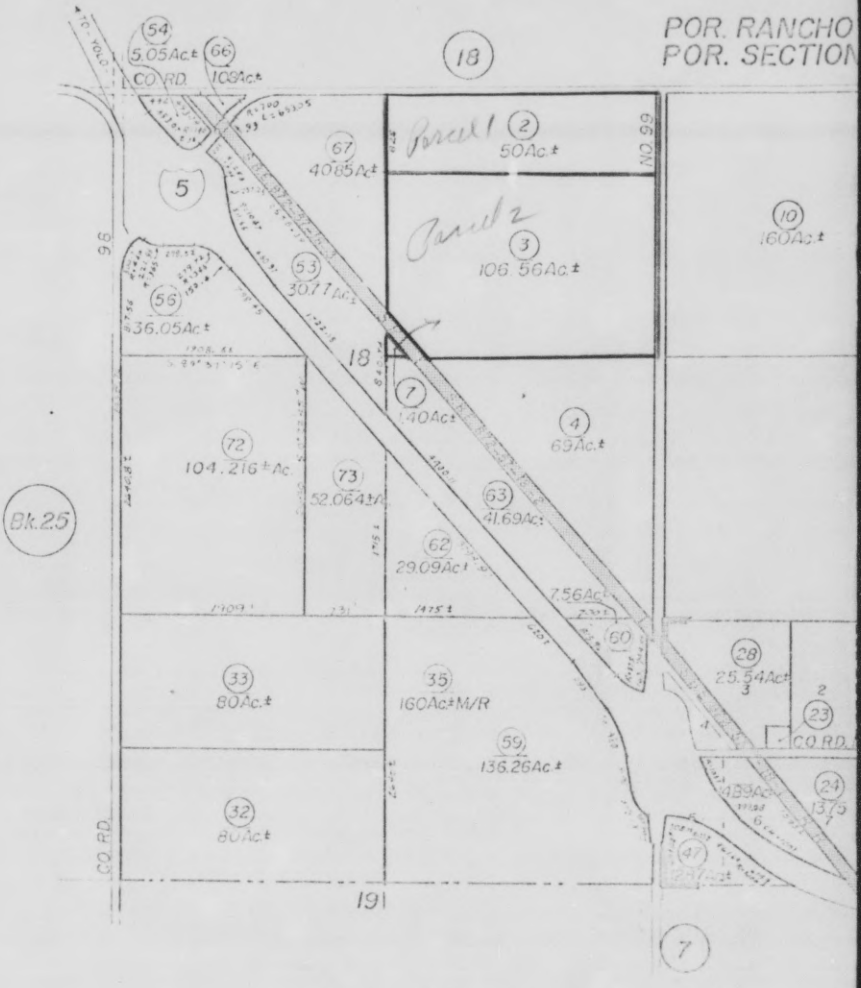
PARCEL 1: The North 50 acres of the Northeast Quarter of Section 18, Township 10 North, Range 2 East, M.D.B. & M.

Parcel 2: The Northeast Quarter of Section 18,, Township 10 North, Range 2 East, M.D.B. & M.

EXCEPTING THEREFROM a strip of land 100 feet wide lying equally on each side of the located line of the Northern Railway Company's Railroad, where the same is located through the Northeast Quarter of Section 18, Township 10 North, Range 2 East, and described as follows:
COMMENCING for the same at a point on the center line of the said railroad where said center line intersects the South line of said quarter section at Station No. 128-74, and running thence northwesterly along said center line of said railroad and embracing a strip of land 50 feet wide on each side of said center line to the west line of said quarter section at Station No. 135, a distance of 625 feet, and containing 1.44 acres, more or less, conveyed by George Hebron to Northern Railway Company, a corporation, by deed dated June 9, 1875, recorded July 9, 1875, in Book "S" of Deeds, at page 279.
EXCEPTING THEREFROM the North 50 acres of said Northeast quarter of Section 18, Township 10 North, Range 2 East, M.D.B. & M.

NOTE: This guarantee is limited to the above described property.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 27-270-02, 27-270-03, and 27-270-07, Code Area 87-102



M.B. Bk. 2, Pg. 60 - Wooster and Holton Sub.

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-321

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between William D. Russell
35 E. Broad Oaks
Houston, Texas
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19__, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Audrey Stokes
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William O. Russell

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 24th of June, 19 72, before me the undersigned Notary Public ~~County Clerk~~ of the County of Yolo, personally appeared William O. Russell, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 24th day of June, 19 72.

Virginia M. Cameron

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
VIRGINIA M. CAMERON

VIRGINIA M. CAMERON
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

GUARANTEE

68 29390

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66056 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

William O. Russell

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 19, 1972 , in the County of Yolo, State of Calif.

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Morton President

By John W. Jennings Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 9 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66056 Effective Date: June 19, 1972

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:

WILLIAM O. RUSSELL, by deeds dated August 3, 1959 and September 28, 1959, which recites "a single man."

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The Northeast Quarter of Section 9, Township 8 North, Range 1 East, M.D.B. & M.

PARCEL 2: The Northwest Quarter of Section 10, Township 8 North, Range 1 East, M.D.B. & M.

Micro Fiched

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS:

(a) BEGINNING at a point on the line common to Section 3 and Section 10, Township 8 North Range 1 East, M.D.B. & M., said point bears North 89° 51' 30" East 836.40 feet from the Northwest corner of said Section 10; thence North 89° 51' 30" East, on and along said Section line, common to Sections 10 and 3, a distance of 1164.24 feet; thence South 0° 08' 30" East 597.63 feet; thence North 37° 16' 54" West 266.92 feet; thence North 65° 18' 25" West 300.63 feet; thence North 70° 38' 32" West 774.69 feet to the point of beginning, containing 6.00 acres, more or less.

(b) BEGINNING at a point on the line common to Sections 3 and Section 10, Township 8 North Range 1 East, M.D.B. & M., as shown on that map of survey filed for record in the office of the County Recorder of Yolo County, in Book 8 of Maps and Surveys, at page 5, said point bears North 89° 51' 30" East 2000.64 feet from the Northwest corner of said Section 10; thence North 89° 51' 30" East, on and along said section line common to Sections 10 and 3, a distance of 337.05 feet; thence South 0° 08' 30" East 797.08 feet; thence North 63° 28' 56" West 335.81 feet; thence North 37° 16' 54" West 61.19 feet; thence North 0° 08' 30" West 597.63 feet to the point of beginning, containing 5.50 acres, more or less.

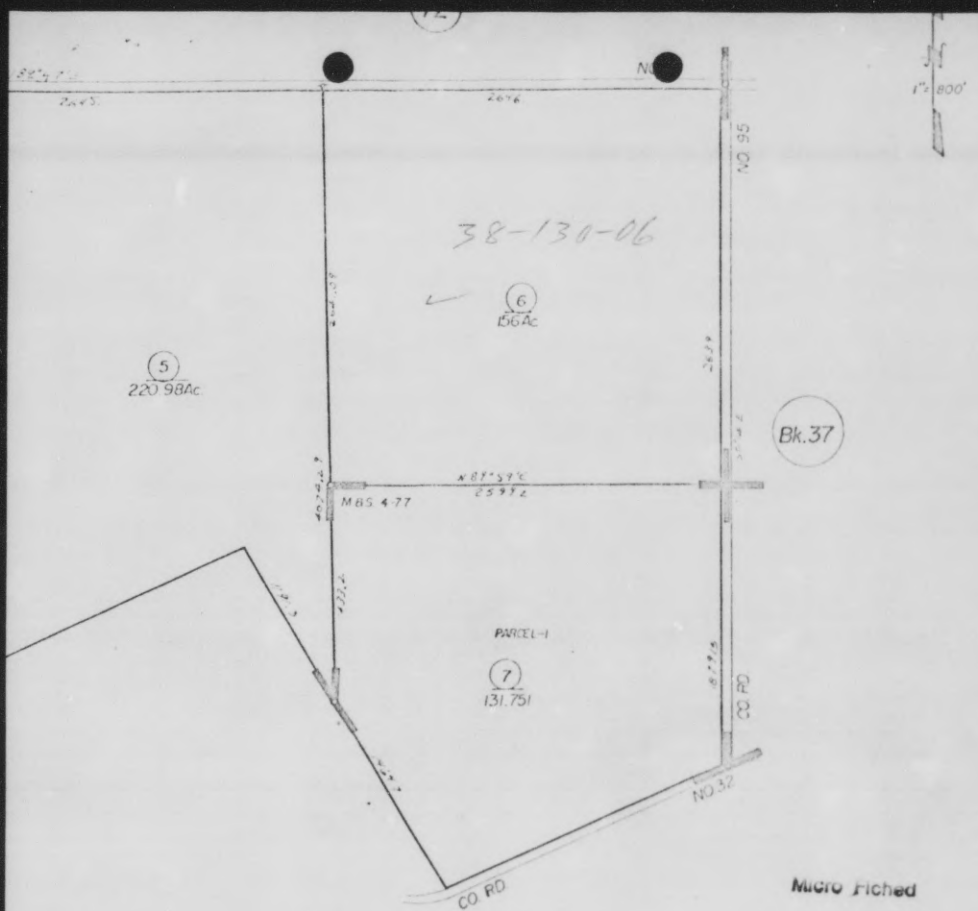
(c) BEGINNING at a point on the line common to Section 3 and Section 10, Township 8 North, Range 1 East, M.D.B. & M., as shown on the map of survey filed for record in the office of the County Recorder of Yolo County, in Book 8 of Maps and Surveys, at page 5 said point bears North

89° 51' 30" East 2337.69 feet from the Northwest corner of said Section 10; thence North 89° 51' 30" East, on and along said Section line common to Sections 10 and 3; a distance of 298.99 feet; thence South 0° 00' 30" East 883.04 feet thence South 81° 51' 34" West 99.20 feet; thence North 63° 28' 56" West 222.34 feet thence North 0° 08' 30" West 797.08 feet to the point of beginning, containing 5.89 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 Assessment Roll as Assessor's Parcel No. 38-130-06 & 37-100-01

NOTE: This guarantee is limited to the above described property.

Micro Fiched



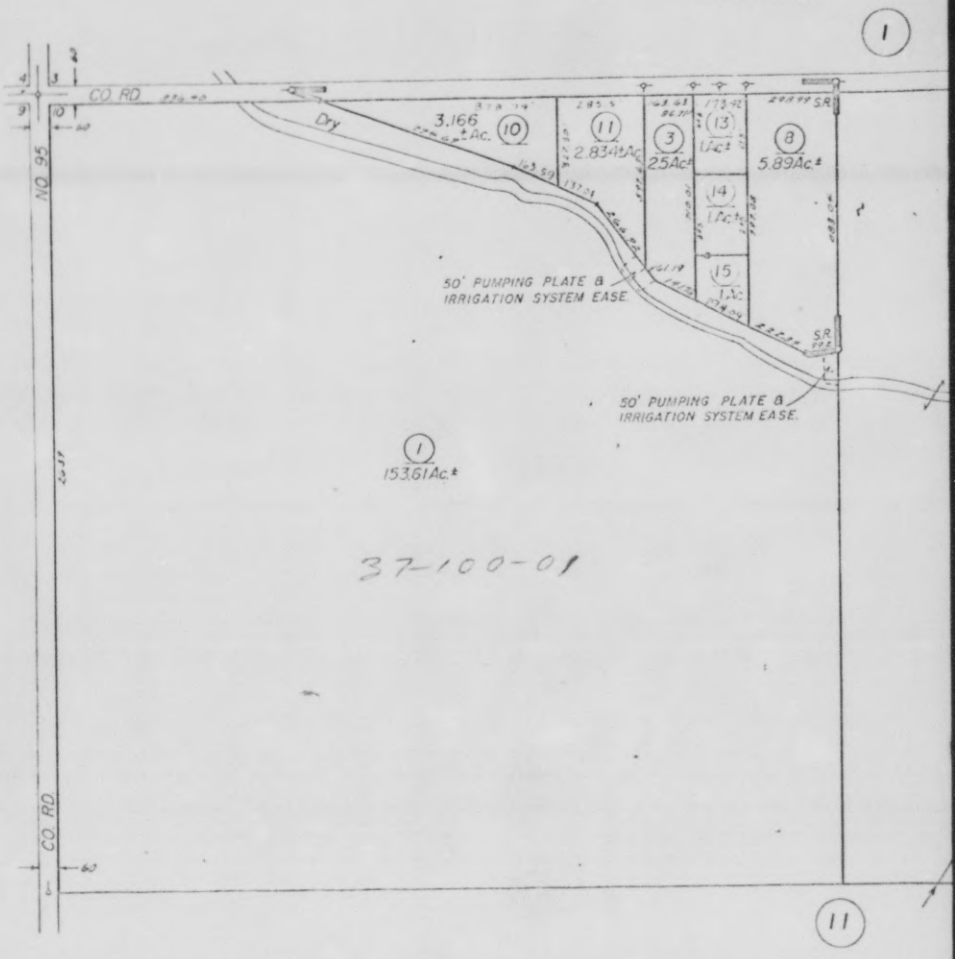
Micro Fiched

Assessor's Map Bk. 38, Pg. 13.
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

N. 1/2 SEC. 10, T. 8 N., R.

Micro Fiched



M. & S. Bk. 8, Pg. 5 — Por. Schmeiser Ranch

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-322

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Cache Creek Ranch Co. by Ben E. Nordman, General Partner 625 A Street Oxnard, Calif. 93032 (mailing address) hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

Micro Fiched

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 90 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. Dudley Chambers
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Cache Creek Ranch Co

By [illegible] Co. Partner

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 22, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
(SS.
COUNTY OF VENTURA)

On June 26, 1972, before me, the undersigned, a Notary Public in and for said State, personally appeared BEN E. NORDMAN, known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.

Micro Fiched

Notary Public

OFFICAL SEAL
RALPH L. CORMANY
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
VENTURA COUNTY
My commission expires April 12, 1973

GUARANTEE

68 28409

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65949 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Cache Creek Ranch Co.

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1972 at 5:00 p.m., in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 90
"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65949 Effective Date: June 5, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in: Cache Creek Ranch Co., a partnership.

Micro Fiched

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Parcel 1: All of Section 18; all those parts of Sections 8 and 17 which lie West of the Tule Canal; and all of the South half of Section 7 which lies West of the Tule Canal and South of the South line of Lot 4 and its extension Easterly, as said Lot is shown on that survey entitled "Lowe, Brownell & Lowe Lands:, filed in the office of the Yolo County Recorder in Book 4 of Maps and Surveys at page 84; all in Township 10 North, Range 3 East, M.D.B. & M., according to the official plat thereof, said tract of land being usually known and designated as Bemmerly Tule Ranch, and containing in the aggregate 1250 acres of land, more or less.

Parcel 2: The East 30 feet of Block or Tract "A: of the Hennigan Ranch, according to the map of plat thereof on file and in Volume 4 of Maps and Surveys of Yolo County, at page 48, records of said Yolo County, said 30 foot strip of land being of a uniform width of 30 feet, and the Easterly line of the same being the Easterly line of said Block or Tract "A" of said Hennigan Ranch.

RESERVING THEREFROM, however, an undivided half interest in all oil, gas, minerals and other hydrocarbon substances for a period of 20 years from the date of this deed and so long thereafter as said oil, gas, minerals and other hydrocarbons substances are produced in paying quantities from said land, until the expiration of 59 years from date hereof at which time all interest of grantor in said real Property shall cease. If at the end of twenty (20) years from date of this deed said oil, gas, minerals and other

hydrocarbon substances are not being produced in paying quantities, all interest of grantor in said real property shall cease and terminate at the expiration of twenty (20) years. Said reservation does not include any surface rights to entry.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 27-030-22, Code Area 87-056, 27-100-12, 27-100-13, 27-100-14, Code Area 87-013, 27-020-61 Code Area 87-038 and 27-020-62, Code Area 87-044.

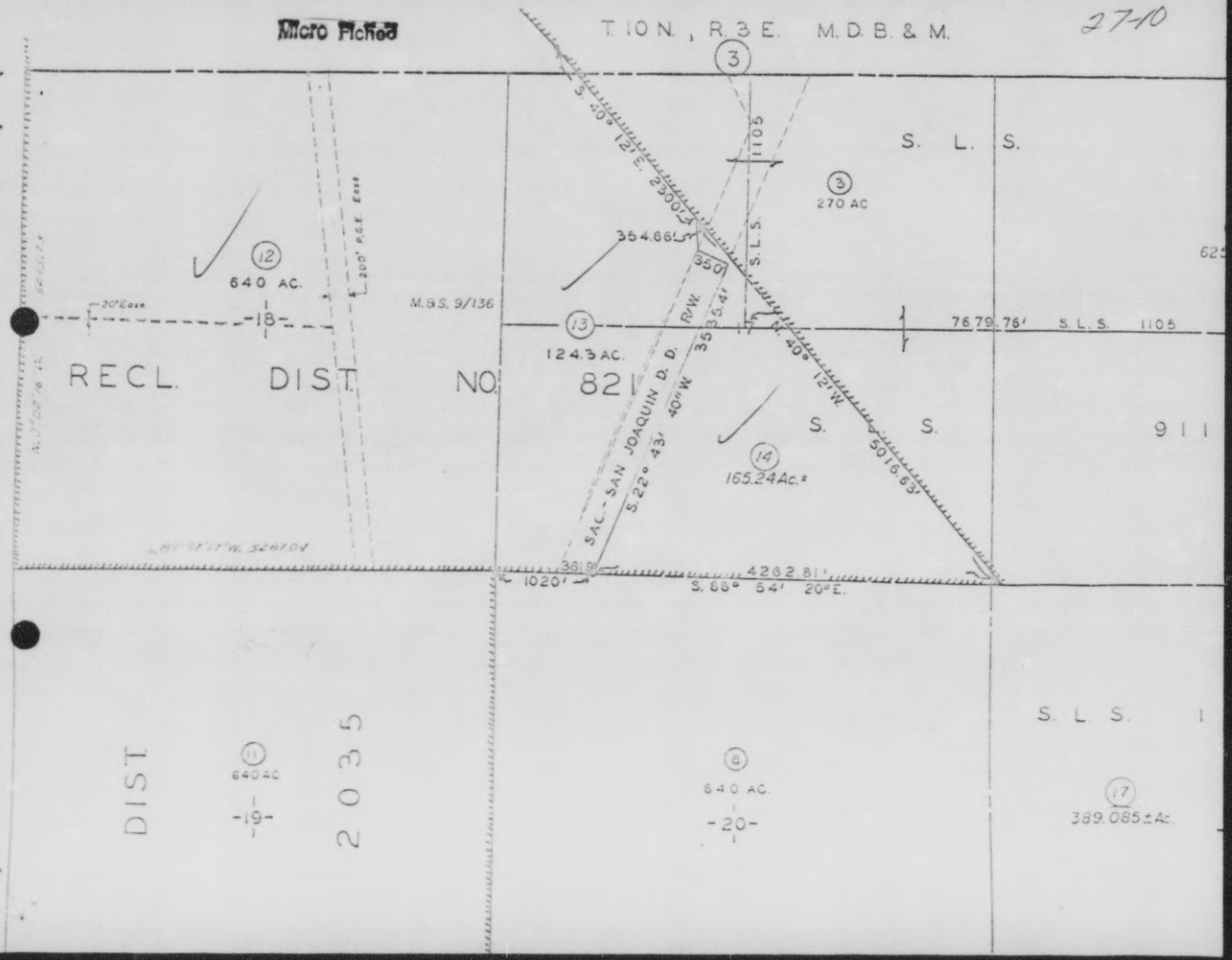
NOTE: This guarantee is limited to the above described property.

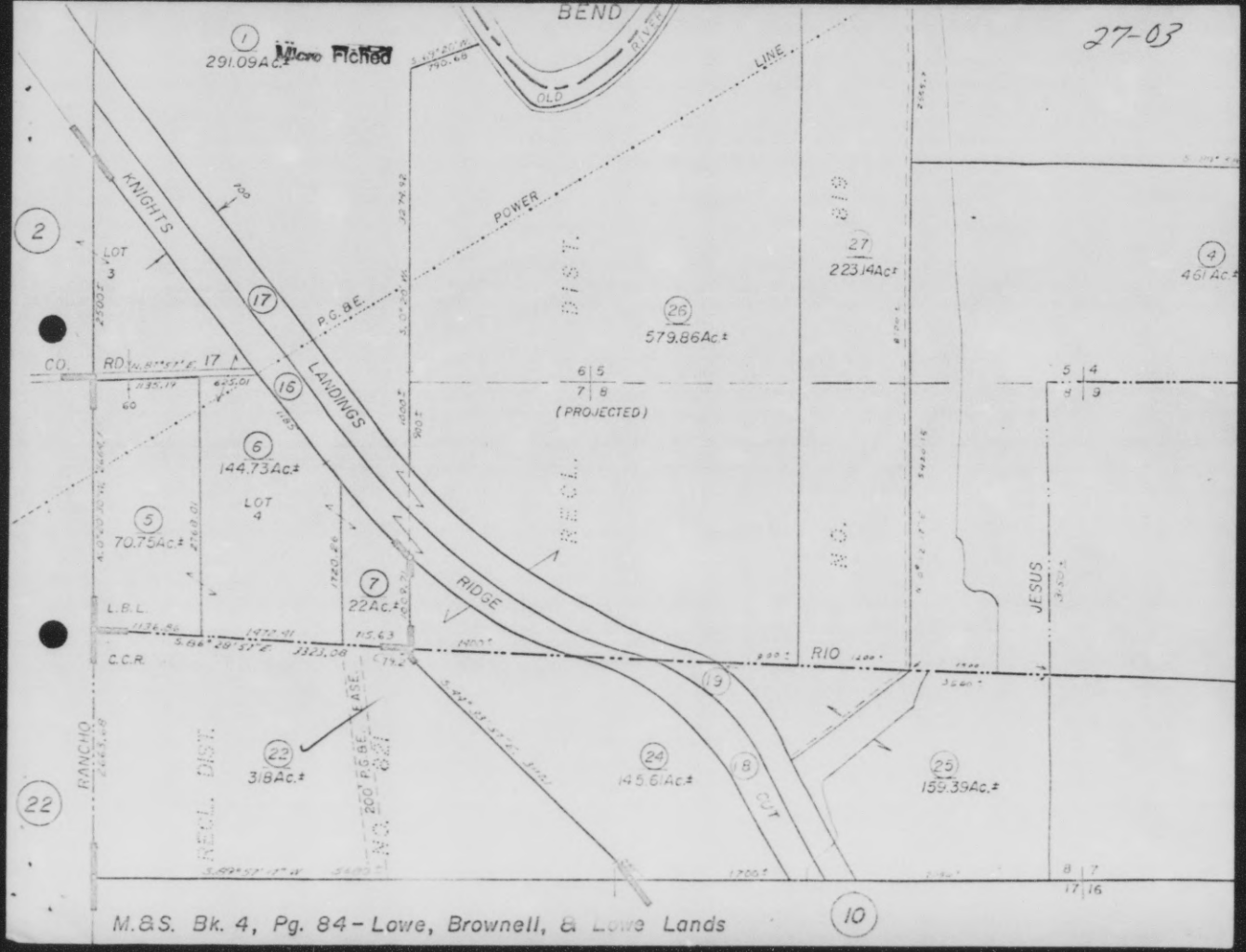
Micro Fiche

Micro Filmed

2710

T 10 N., R 3 E. M.D.B.&M.




27-03
BEND
OLD
RIVER
LINE
1
291.09Ac.±
Micro Fiched
KNIGHTS
LANDINGS
RIDGE
POWER
P.G.&E.
CO. RD.
LOT 3
LOT 4
2
17
16
15
6
144.73Ac.±
5
70.75Ac.±
7
22Ac.±
L.B.L.
C.C.R.
RANCHO
REEL DIST.
22
318Ac.±
200' P.G.&E. EASE.
26
579.86Ac.±
6 | 5
7 | 8
(PROJECTED)
R.W.C.L.
27
223.14Ac.±
4
46.1Ac.±
5 | 4
8 | 9
N.C.
JESUS
RIO
9
8 CUT
24
145.61Ac.±
25
159.39Ac.±
8 | 7
17 | 16
10
M.&S. Bk. 4, Pg. 84 – Lowe, Brownell, & Lowe Lands

27-02

JESUS MARIA

10, 11, 12 T.10N., R.2E., M.D.B.& M.

Bk. 19

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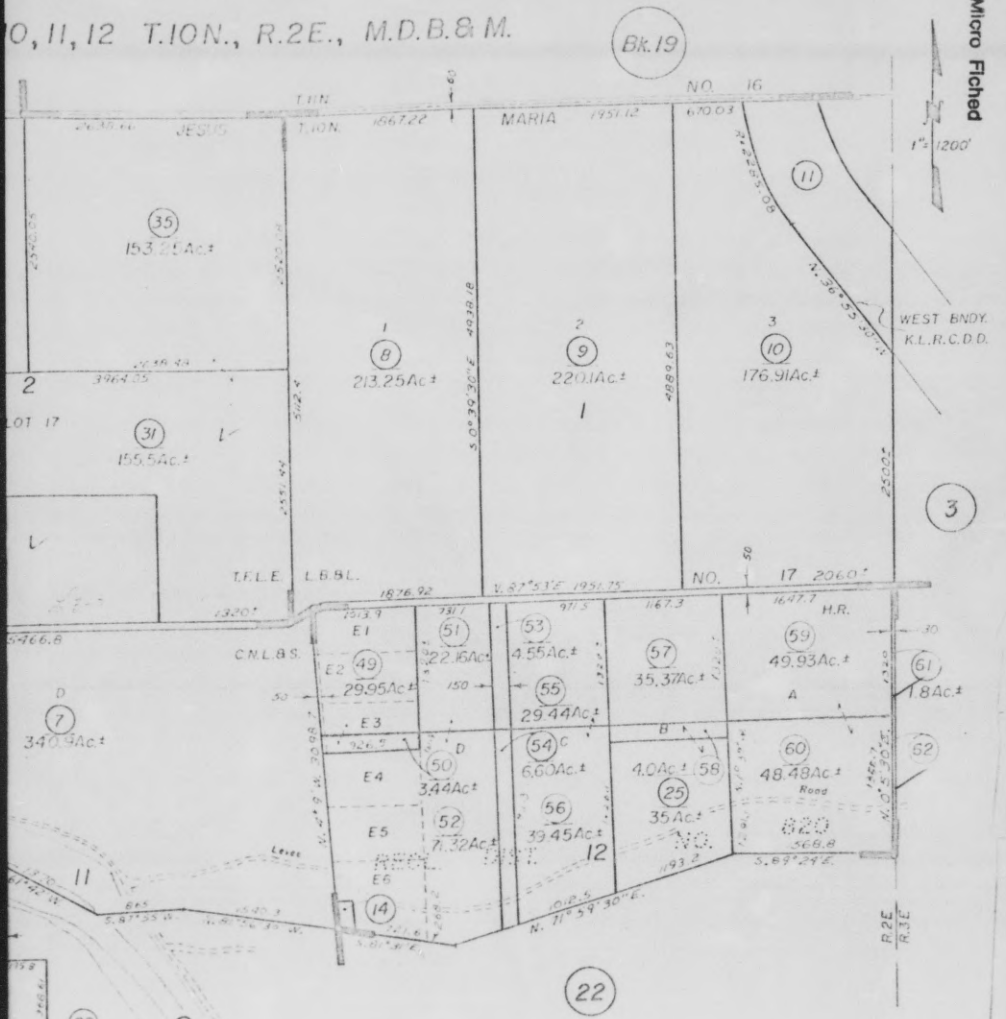


Assessor's Map Bk. 27, Pg. 0?
County of Yolo, Calif.

Detail
'= 400'

NOTE -- Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 22-323

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Gertrudy Sophia Youngmark
Earl Linker
Wells Fargo Bank, Trustee
Rt 1 Box 84 Arbuckle, Calif. 95912
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 59 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Gertrude Hopkins Youngmark

Earl Finkes

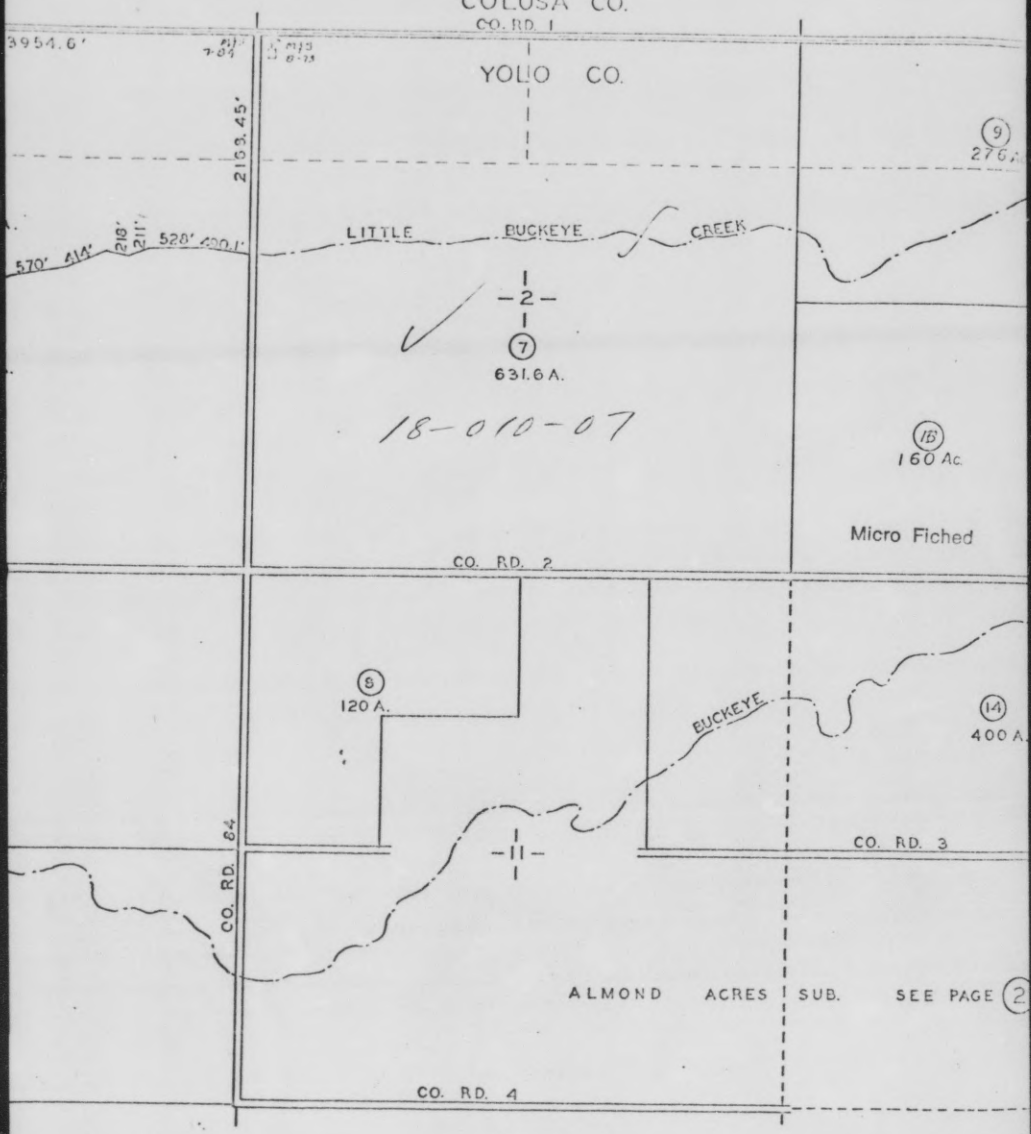
Wells Fargo Bank Trustee

By _____ Trust Officer

By _____ REAL PROPERTY OFFICER
H. E. Davis

(Rev. 4-71)

T. 12 N. R. 2 W. M.D.B. & M.



5

NOTE – Assessor's Block Numbers Shown in El
Assessor's Parcel Numbers Shown in Cr

JUNE 1950

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 29396

☐ CHAIN OF TITLE GUARANTEE	☐ PLANT INFORMATION GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE	☒ PROPERTY SEARCH GUARANTEE
☐ LOT BOOK GUARANTEE	☐ MECHANIC'S LIEN GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE	☐ RECORD OWNER GUARANTEE
☐	☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66060 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

Mrs. Gertrude Youngmark

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 21, 1972 @ 5:00 p.m. , in the County of Ydo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 59 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66060 Effective Date: June 21, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: Gertrude Dopkins and Dr. Earl Fisher, as Trustees under the Will of Marshall Dopkins, deceased, an undivided 1/2 interest; and Gertrude Dopkins and Wells Fargo Bank, as Trustees, under the Will of Marshall Dopkins, deceased, the remaining undivided 1/2 interest, Yolo County Superior Court Probate No. 9909.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

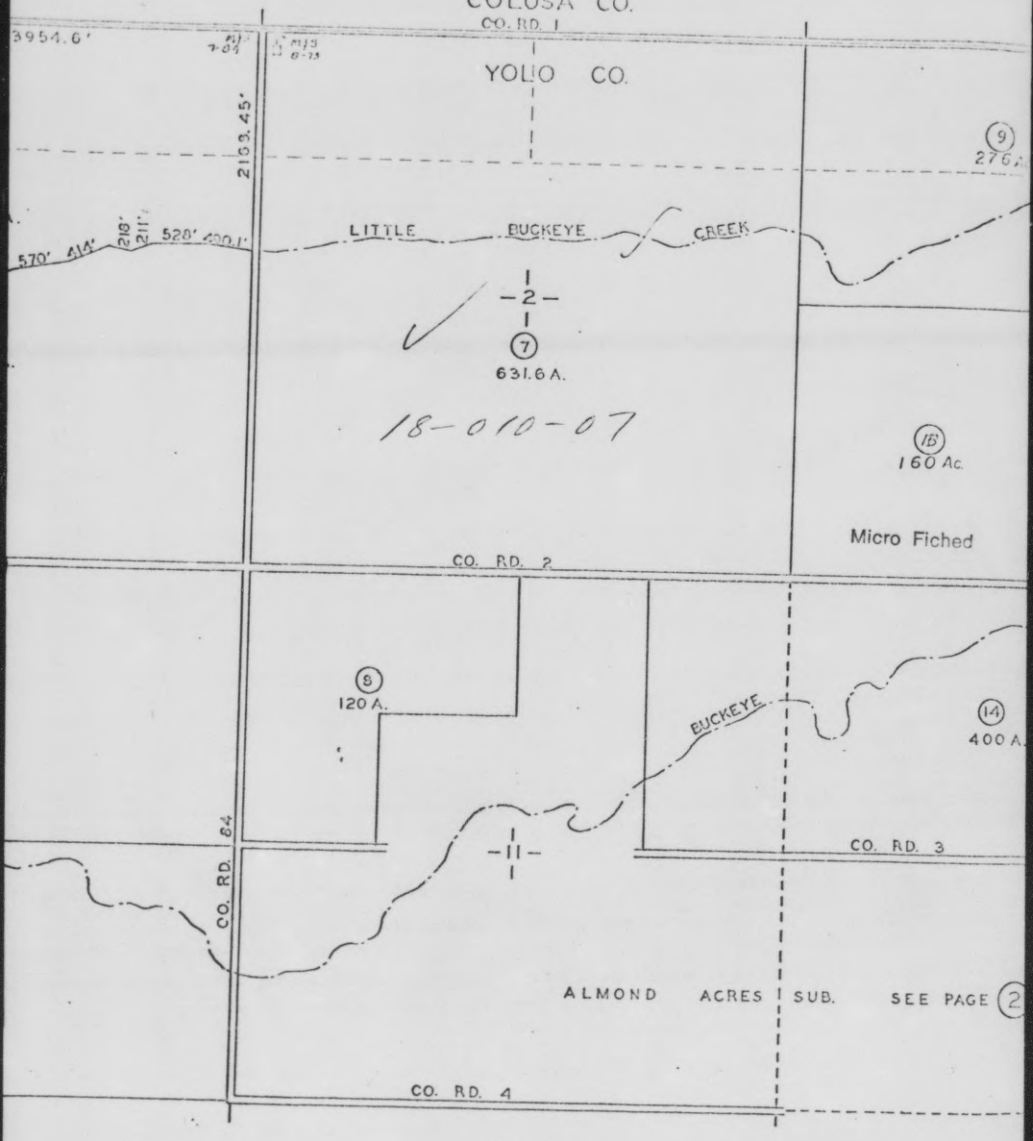
Section 2, Township 12 North, Range 2 West, M.D.B. & M.

Micro Fiched

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 18-010-07.

NOTE: This guarantee is limited to the above described property.

T. 12 N. R. 2 W. M.D.B. & M.



5

NOTE – Assessor's Block Numbers Shown in El
Assessor's Parcel Numbers Shown in C

JUNE 1950

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-324

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 12th day of December, 1972, by and between John D. Uhlenbrock and Delana E. Uhlenbrock
Rt. 3, Box 707
Woodland, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 15 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 22, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

TO 447 C
(Individual)

TI

STATE OF CALIFORNIA
COUNTY OF Yolo } ss.

Micro Fiched

On June 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared John D. Uhlenbrock and DeLana E. Uhlenbrock

known to me to be the person S whose name S are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Sue Turner

XMXMXMXMXMXMXMX Sue Turner
Name (Typed or Printed)

OFFICIAL SEAL
SUE TURNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 14, 1975

(This area for official notarial seal)

STAPLE HERE

RO 10463-045

Record Owner Guarantee

Title Insurance and Trust Company

Fee $15.00
Street address or other ref.
Assessor's Parcel No.
25-260-28

a California corporation, does hereby guarantee

John D. Uhlenbrock
Rt. 3, Box 707
Woodland, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

John D. Uhlenbrock and Delana E. Uhlenbrock, his wife as Joint Tenants

Deed Recorded March 30, 1971

Document No. 3784 in Book 973 of Official Records page 68

Micro Fiched

I.R.S. $19.80

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 1, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Preserve No. 15

EXHIBIT "A"

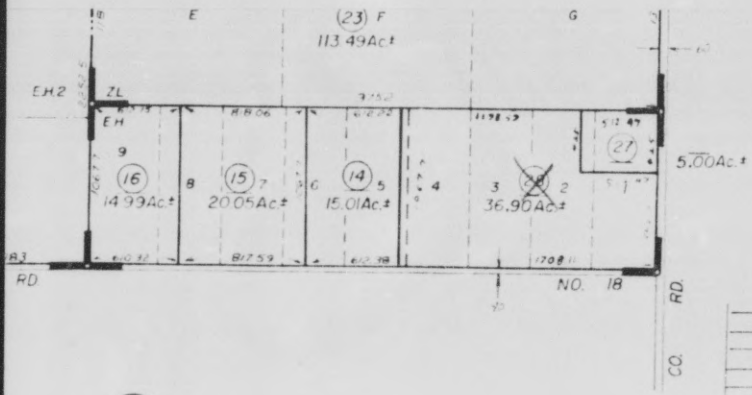
Part of "Emily Hoppin Sub division of part of Rancho Rio Jesus Maria" as shown on Map 3 of Map Book No. 2 of Yolo County Records and more particularly described as follows:

Beginning at the Southeast corner of said subdivision and running thence West along the South boundary line of said subdivision 1708.11 feet; thence North 0° 15' West along a fence line 1067.7 feet to a point on the North boundary line of said subdivision; thence East along the said North line 1711.06 feet to the Northeast corner of said subdivision; thence South 0° 05 1/2' East 1067.7 feet to the point of beginning, and containing 41.90 acres of land, more or less.

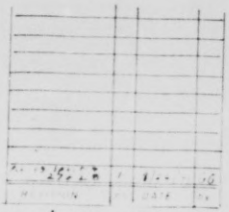
EXCEPTING THEREFROM a portion of "Emily Hoppin Subdivision of part of Rancho Rio Jesus Maria" as shown on that map filed in Map Book 2, at page 3, Yolo County Records and being more particularly described as follows:

Beginning at the Northeasterly corner of said subdivision and running thence West along the North boundary of said subdivision 512.47 feet; thence leaving said North boundary South 00° 05' 30" East 425.00 feet; thence East 512.47 feet to the East boundary of said subdivision; thence along the said East boundary line North 00° 05' 30" West 425.00 feet to the point of beginning and containing 5.00 acres of land.

Micro Fiched



Micro Fiched



Assessor's Map Bk. 25 Pg. 26
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

72/73

EXHIBIT "A"

Part of "Emily Hoppin Sub division of part of Rancho Rio Jesus Maria" as shown on Map 3 of Map Book No. 2 of Yolo County Records and more particularly described as follows:

Beginning at the Southeast corner of said subdivision and running thence West along the South boundary line of said subdivision 1708.11 feet; thence North 0° 15' West along a fence line 1067.7 feet to a point on the North boundary line of said subdivision; thence East along the said North line 1711.06 feet to the Northeast corner of said subdivision; thence South 0° 05 1/2' East 1067.7 feet to the point of beginning, and containing 41.90 acres of land, more or less.

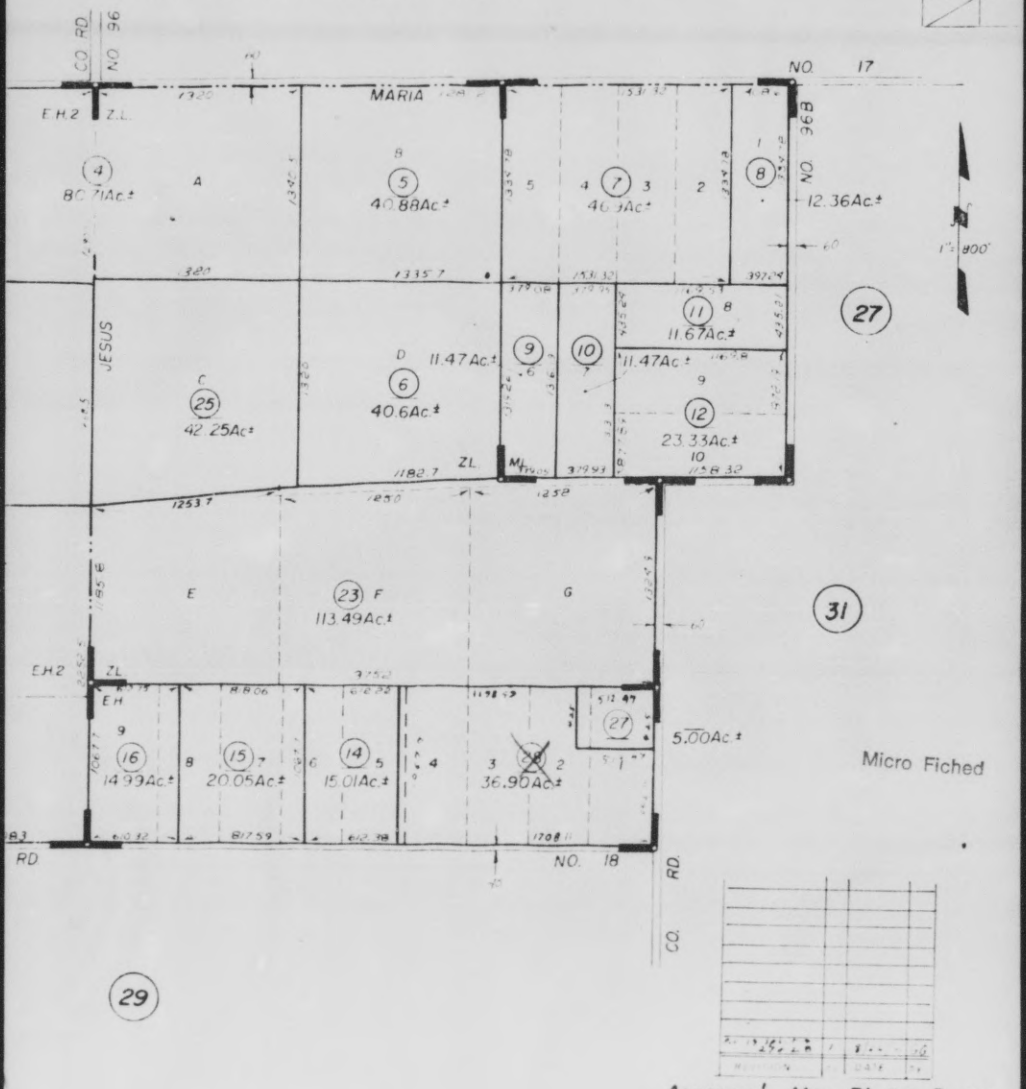
EXCEPTING THEREFROM a portion of "Emily Hoppin Subdivision of part of Rancho Rio Jesus Maria" as shown on that map filed in Map Book 2, at page 3, Yolo County Records and being more particularly described as follows:

Beginning at the Northeasterly corner of said subdivision and running thence West along the North boundary of said subdivision 512.47 feet; thence leaving said North boundary South 00° 05' 30" East 425.00 feet; thence East 512.47 feet to the East boundary of said subdivision; thence along the said East boundary line North 00° 05' 30" West 425.00 feet to the point of beginning and containing 5.00 acres of land.

Micro Fiched

ESUS MARIA T.ION., R.IE., M.D.B.&M.

25-26



Assessor's Map Bk. 25 Pg. 26
County of Yolo, Calif.

72/73

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
BARBARA A. RODGERS
By ..... Deputy

AGREEMENT NO. 72-325

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between MELVIN AND RUTH L. COOPER
PO BOX 52
RUMSEY, CALIFORNIA
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 35 by the County by Resolution No. 72-176, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Melvin Cooper

Ruth L. Cooper

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
Deputy

TO 447 C
(Individual)

(TI)

STATE OF CALIFORNIA } ss.
COUNTY OF Yolo }

Micro Fiched

On June 29, 1972 before me, the undersigned, a Notary Public in and for said State, personally appeared Melvin Cooper and Ruth L. Cooper, known to me to be the person s whose names are subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Signature Sue Turner

Sue Turner
Name (Typed or Printed)

STAPLE HERE

OFFICIAL SEAL
SUE TURNER
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
YOLO COUNTY
My Commission Expires July 14, 1975

(This area for official notarial seal)

TO 1551 (7-68)

TI

RO 10594-001

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
18-660-29
18-660-30

a California corporation, does hereby guarantee
MELVIN COOPER

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is
MELVIN COOPER AND RUTH L. COOPER, his wife, as community property

Deed Recorded September 20, 1968 in Book 892 Official Records, page 90

Document No. 10261

I.R.S. $ 115.50

Micro Fiched

Record Description: See EXHIBIT "A" attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Reserve No. 35

EXHIBIT "A"

All that real property situate in the County of Yolo, State of California, described as follows:

Lots 13 and 15, Smith and Rumsey Tract, as shown on the Official Map thereof, filed for record in the Office of the Yolo County Recorder on July 13, 1892 in Book 1 of Maps, page 38, Also: Beginning at the most Northerly corner of Lot 16, of the Smith and Rumsey Tract, as shown on the map filed for record in Map Book 1 at Page 38, Yolo County Records; thence South 48° 45' West, along the Northwesterly line of Lot 16, 1315.4 feet; thence along the Southwesterly line of Lot 16, South 41° 15' East 859.1 feet and South 54° 24' East 346.0 feet to the most Southerly corner of said Lot 16; thence continuing South 54° 24' East a total distanc along said course of 1368.42 feet to a channel of Cache Creek; thence down and along Cache Creek, North 88° 30' 30" East 136.02 feet and South 85° 16' East, 1005.48 feet; thence north 72° 33' East 666.1 feet to the property of Willis Tompkins; thence along Tompkins property line North 54° 00' West 792.00 feet, North 79° 30' West 1023.0 feet, North 48° 11' 30" West 347.37 feet, and North 51° 33' East 521.4 feet; thence North 61° 00' West, 186.78 feet; thence North 42° 00' West, 1200.2 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM 5 acres more or less reserved from Lots 13 and 15 as described in that certain deed recorded in the office of the Yolo County Recorder in Volume 794 Official Records, page 386 on April 13, 1965.

Micro Fiched

pi

formerly all ;18-20;18-65)

FILED
FEB 1973
LAURENCE K. KENNEDY, Clerk
BARBARA A. RODGERS
By ..... Deputy

AGREEMENT NO. 72-326

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Clarence L. Schaupp & Mary Anne Schaupp
Rt.1, Box 880, Esparto, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

_____

_____

_____

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____

June 29-72

_____

_____

June 29-72

_____

GUARANTEE

68 29375

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65996 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES
CLARENCE SCHAUPP

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1972 at 5:00 pm , in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By John W. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No 41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65996 Effective Date: June 5, 1972, at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in: Clarence L. Schaupp and Mary Anne, his wife,

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

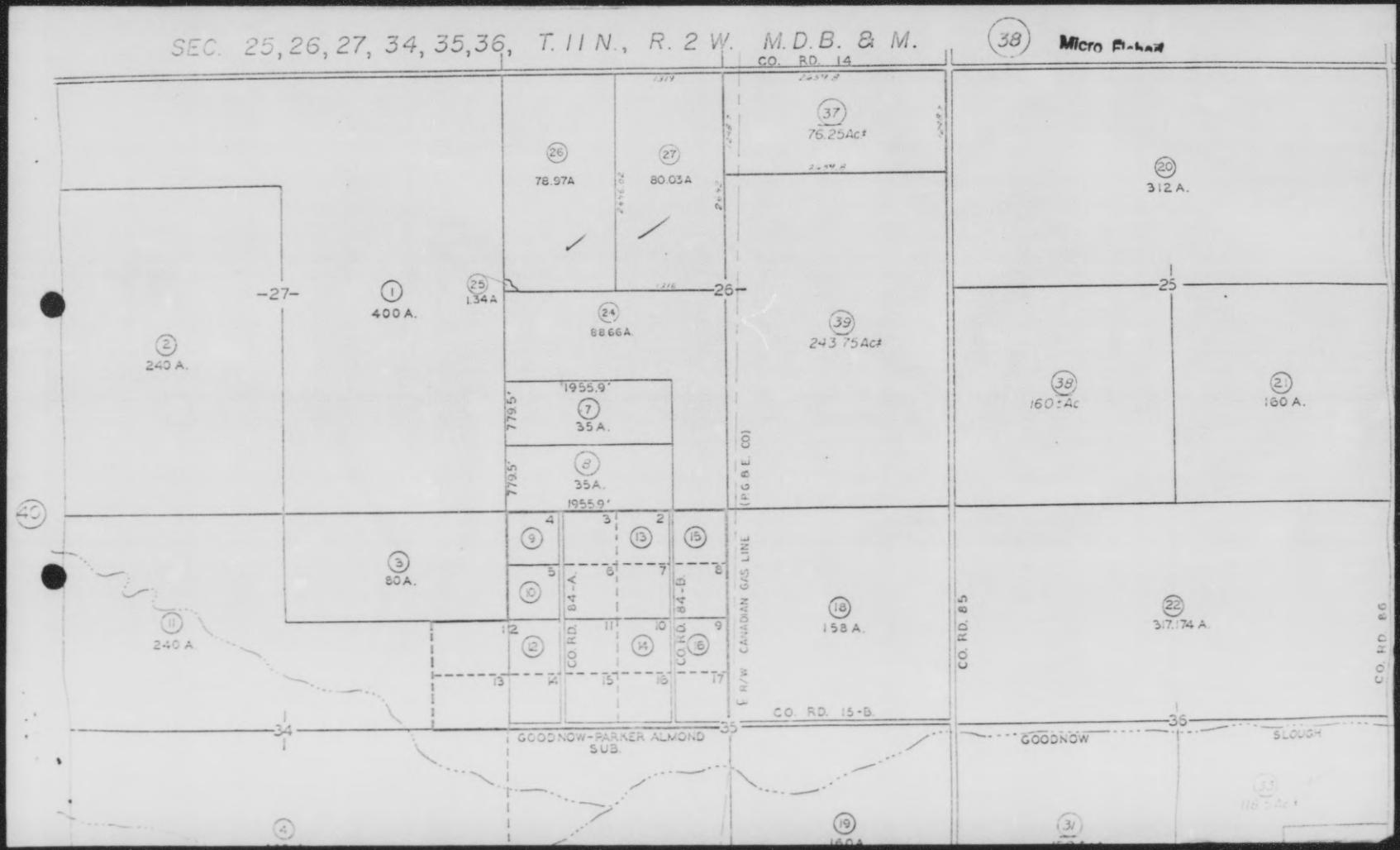
The Northwest Quarter of Section 26, Township 11 North, Range 2 West, M.D.B. & M., EXCEPTING THEREFROM the following portion thereof:

Micro Fiched

A parcel COMMENCING at the Southwest corner of the Northwest Quarter of Section 26, Township 11 North, Range 2 West, M.D.B. & M.; Thence along the West line of said Quarter Section, North 0° 15' 20" West 237.00 feet to the center line of a dry wash; thence following the center line of said dry wash the following courses and distances: South 44° 37' East 112.00 feet, North 88° 50' East 230.00 feet, South 27° 20' 30" East 179.50 feet to the South line of said Quarter Section; thence along the South line of said Quarter Section South 89° 37' 50" West 390 feet to the point of commencement, being a portion of the Southwest Quarter of the Northwest Quarter of Section 26, Township 11 North, Range 2 West M.D.B. B M.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 18-390-26, 18-390-27, Code Area 63-026.

NOTE: This guarantee is limited to the above described property.


SEC. 25, 26, 27, 34, 35, 36, T. 11 N., R. 2 W. M.D.B. & M.
38
Micro Fiche
CO. RD. 14
37
76.25Acs
26
78.97A
27
80.03A
20
312 A.
1
400 A.
25
1.34A
24
88.66A
39
243.75Acs
-27-
-26-
25
2
240 A.
38
160 Ac
21
160 A.
1955.9'
7
35A.
8
35A.
7795'
7795'
(P.G.B.E. CO)
40
9
13
15
3
80A.
10
84-A
84-B
18
158 A.
22
317.174 A.
11
240 A.
12
14
16
CO. RD. 84-A
CO. RD. 84-B
CO. RD. 85
CO. RD. 86
CO. RD. 15-B.
34
35
36
GOODNOW-PARKER ALMOND SUB.
GOODNOW
SLOUGH
4
19
160A
31
33
118.5Acs

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-327

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Clarence L. Schaupp Route 1 Box 880 Esparto Ca 95627
Charles Schaupp Route 1 Box 785 Esparto Ca 95627
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dudley Chapman
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Clarence L. Schaupp

June 29-72

Mary Lou Schaupp

Charles Schaupp

June 29-72

Kathleen Schaupp

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this JUNE 28, 1972, before me the undersigned ~~County Clerk of the County of Yolo,~~ personally appeared CLARENCE L. SCHAUPP, MARY ANNE SCHAUPP, CHARLES SCHAUPP, LILLIAN SCHAUPP, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28TH day of JUNE, 1972.

OFFICIAL SEAL
ANNE G. TABER
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires Dec. 22, 1975
917 Yolo Ave., Esparto, CA. 95627

Anne G. Taber
~~LAURENCE P. HENIGAN, COUNTY CLERK~~
Notary Public - Yolo Co.

GUARANTEE

68 29376

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65997 Liability $ 130.00XX Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

CLARENCE SCHAUPP

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1972 at 5:00 pm , in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Mitton President

Vice President

By [illegible] Secretary

CLTA GUARANTEE FORM FORM—1965

Addition to Preserve No. 41
"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65997 Effective Date: June 5, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1st, 1971, with respect to the name(s) of

The herein described property vests in: Charles Schaupp, a married man, as to an undivided one-half interest, and Clarence L. Schaupp, a married man, as to an undivided one-half interest, by deed dated March 2, 1956.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

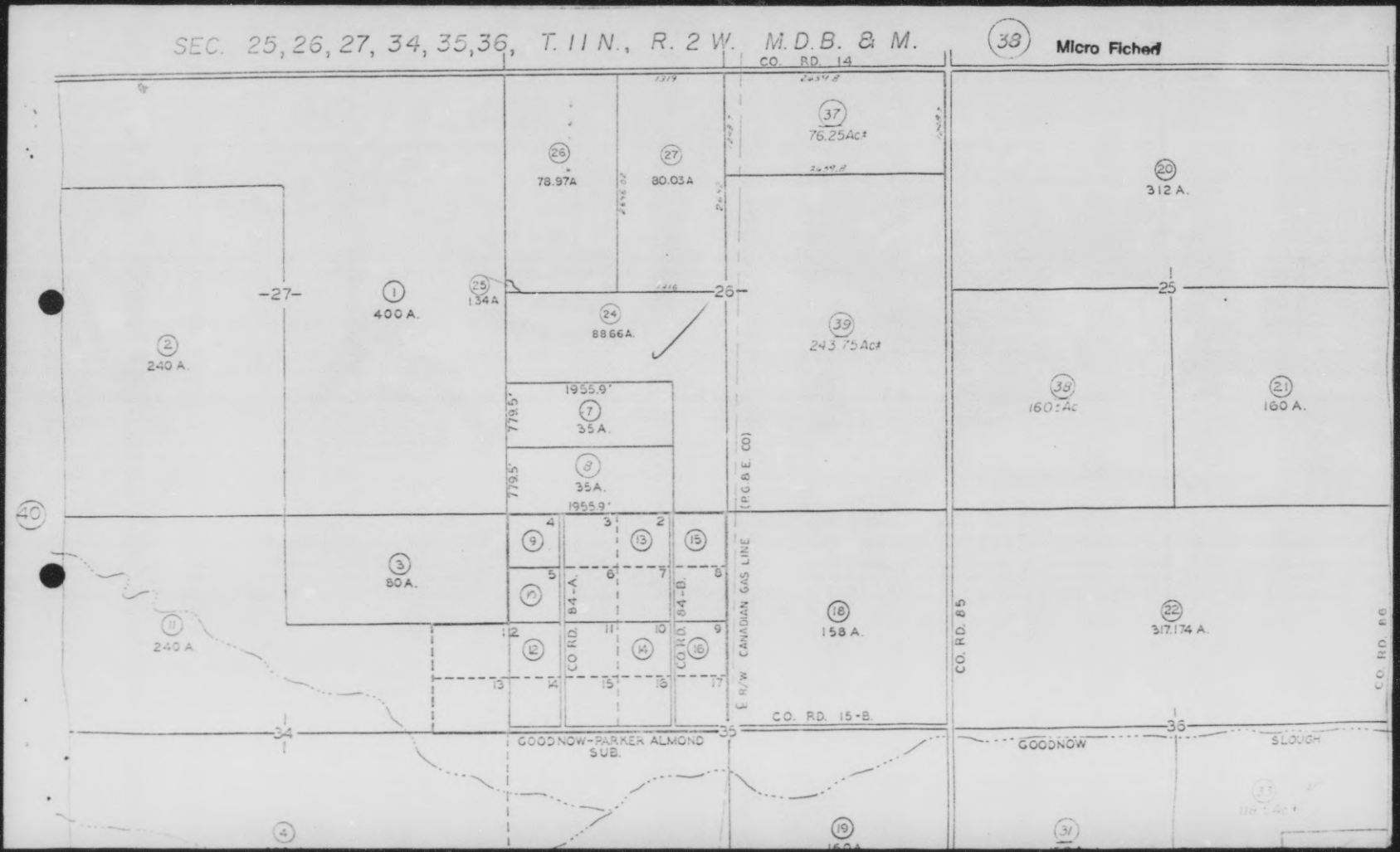
Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

The Southwest Quarter of Section 26, Township 11 North, Range 2 West, M.D.B. & M., EXCEPTING the following portions thereof:
(a) Beginning at an iron bar on an old stone which marks the corner common to Section 26, 27, 34 and 35, Township 11 North, Range 2 West; thence North 0° 12 1/2' West, 779.5 feet along the line between Sections 26 and 27 to a 2" by 18" iron pipe; thence North 89° 41' East 1955.9 feet to a similar iron pipe; thence South 0° 12 1/2' East, 779.5 feet to a stake on the line between Sections 26 and 35; thence South 89° 41' West, 1955.9 feet to the point of beginning, containing 35 acres.
(b) Commencing at a point on the West line of said Section 26, distant thereon North 0° 12 1/2' West, 779.5 feet from the Southwest corner of said Section, which point is also the Northwest corner of the property conveyed by John George Schlotz and wife, to Ernest Norton and wife, by deed dated November 5, 1925, and recorded in Book 110 of Deeds, at page 388, Yolo County Records; running thence North 89° 41' East, 1955.9 feet along the North line of the property of Ernest Norton, to the Northeast corner thereof; thence running North 0° 12 1/2 ' West, parallel with the West boundary line of said Section, 779.5 feet to a point; running thence South 89° 41' West, parallel with the North line of the property of said Ernest Norton, 1955.9 feet to the West line of said Section 26; thence South 0° 12 1/2' East along the West line of said Section 779.5 feet to the point of beginning.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 18-390-24, Code Area 63-026.

NOTE: This guarantee is limited to the above described property.


SEC. 25, 26, 27, 34, 35, 36, T. 11 N., R. 2 W. M.D.B. & M.
38
Micro Fiched
CO. RD. 14
37
76.25Ac±
26
78.97A
27
80.03A
20
312 A.
-27-
1
400 A.
25
134A
-26-
24
88.66A.
39
243.75Ac±
2
240 A.
1955.9'
779.5'
7
35A.
8
35A.
38
160±Ac
21
160 A.
40
4
3
2
9
13
15
5
6
7
8
11
84-A.
84-B.
3
80A.
18
158 A.
22
317.174 A.
CO. RD. 85
E. R/W CANADIAN GAS LINE (P.G.B.E. CO)
CO. RD. 86
12
11
10
9
CO. RD.
CO. RD.
14
16
240 A.
13
14
15
16
17
CO. RD. 15-B.
-34-
35
GOODNOW-PARKER ALMOND SUB.
-36-
GOODNOW
SLOUGH
4
19
16.0A
31

Old Agreement
SEE New Agreement

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-328

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 19 72, by and between Thores G. Johnson, Estate of Dorothy A. Johnson by Thores G. Johnson, Richard J. Driggs, Milton Greengard and Jessica M. Greengard, his wife, Jack M. Gaspar and Adeth E. Gaspar, his wife, Armand K. Riggs and Estate of Gertrude L. Riggs by Armand K. Riggs
c/o Richard J. Driggs, 120 Caribe Isles, Ignacio, Calif. 94947
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 7 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
Thores G. Johnson

_____
Richard J. Driggs

_____
Estate of Dorothy A. Johnson by Thores G. Johnson

_____
Milton Greengard and Jessica M. Greengard

_____
Jack M. Gaspar and Adeth E. Gaspar

_____
Armand K. Riggs and Estate of Gertrude L. Riggs by Armand K. Riggs

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Thores G. Johnson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Micro Fiched

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Thores G. Johnson, Executor of the Estate of Dorothy A. Johnson known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Richard J. Driggs known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

DORIS I. MARTIN
NOTARY PUBLIC-CAL...
CITY & COUNTY O...
My Commission Expires November ...

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Milton Greengard and Jessica M. Greengard, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

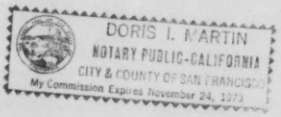
On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Jack M. Gaspar and Adeth E. Gaspar, husband and wife,

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California



STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Armand K. Riggs known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martini
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

DORIS I. MARTINI
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 20th day of June, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Armand K. Riggs, husband and sole survivor of the estate of Gertrude L. Riggs known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

Transamerica Title Insurance Co.
214 Van Ness
San Francisco, California

Your No. 315558

Our No. 36439

In response to the above referenced application for a policy of title insurance, Transamerica Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Micro Fiched

Dated as of May 23, 1972, 19 72, at 7:00 A.M.

N. B. Singer

N. B. SINGER - Title Officer

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE SIMPLE

7-3-72

Title to said estate or interest at the date hereof is vested in:

THORES G. JOHNSON and DOROTHY JOHNSON, His Wife, as Joint Tenants,
As To An Undivided ¼ Interest and
MILTON GREENGARD and JESSICA M. GREENGARD, His Wife, as Joint Tenants,
An Undivided 1/8 Interest and
ARMAND K. RIGGS and GERTRUDE L. RIGGS, His Wife, as Joint Tenants,
An Undivided 1/8 Interest and
RICHARD J. RIGGS, An Undivided 1/8 Interest and
JACK M. GASPAR and ADETH E. GASPAR, His Wife, as Joint Tenants,
An Undivided 1/8 Interest.

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

...See Following Page...

addition to Preserve No. 7
"Exhibit A"

Form No. V 111 Rev. 7-70

A. County of Yolo taxes and assessments for the fiscal year 1972-73, including any possible personal property taxes, now a lien, but not yet due or payable.

B. All taxes, assessments and obligations of:
(a) Sacramento-San Joaquin Drainage District.
All calls paid to date.
(b) Reclamation District No. 2076.

1. Rights of the public in and to so much of the herein described property that lies within the boundaries of any public road or highway.

2. Perpetual right and easement for the passage of all flood waters of the Yolo By-pass, which may from time to time inundated, or which has heretofore inundated the herein described property, as granted by Deed from Edgar T. Zook, Henry Dillon Winship and J.W. Preston, Jr., Trustees for Henry Dillon Winship and Katherine Mary Winship to Sacramento and San Joaquin Drainage District, dated November 3, 1939 and recorded November 20, 1939 in Book 133 of Official Records at Page 352.

3. Memorandum of Oil and Gas Lease, dated February 16, 1971, by and between Armand K. Riggs, Gertrude L. Riggs, his wife, Richard J. Driggs, widower, Milton Greengard, Jessica M. Greengard, his wife, Jack M. Gaspar, Adeth E. Gaspar, his wife, Thores G. Johnson, Dorothy A. Johnson, his wife, Lessor to The Superior Oil Company, a corporation, Lessee, for the term and upon the terms and conditions contained therein, recorded March 22, 1971 in Book 972 at Page 200 of Official Records.

Micro Fiched

Order No. 36439

The land referred to in this Report is situated in the State of California, County of Yolo
and is described as follows:

The Northwest quarter of the Southwest quarter of Section 9,
Township 6 North, Range 3 East, M.D.B&M.

Micro Fiched

Order No. 36429

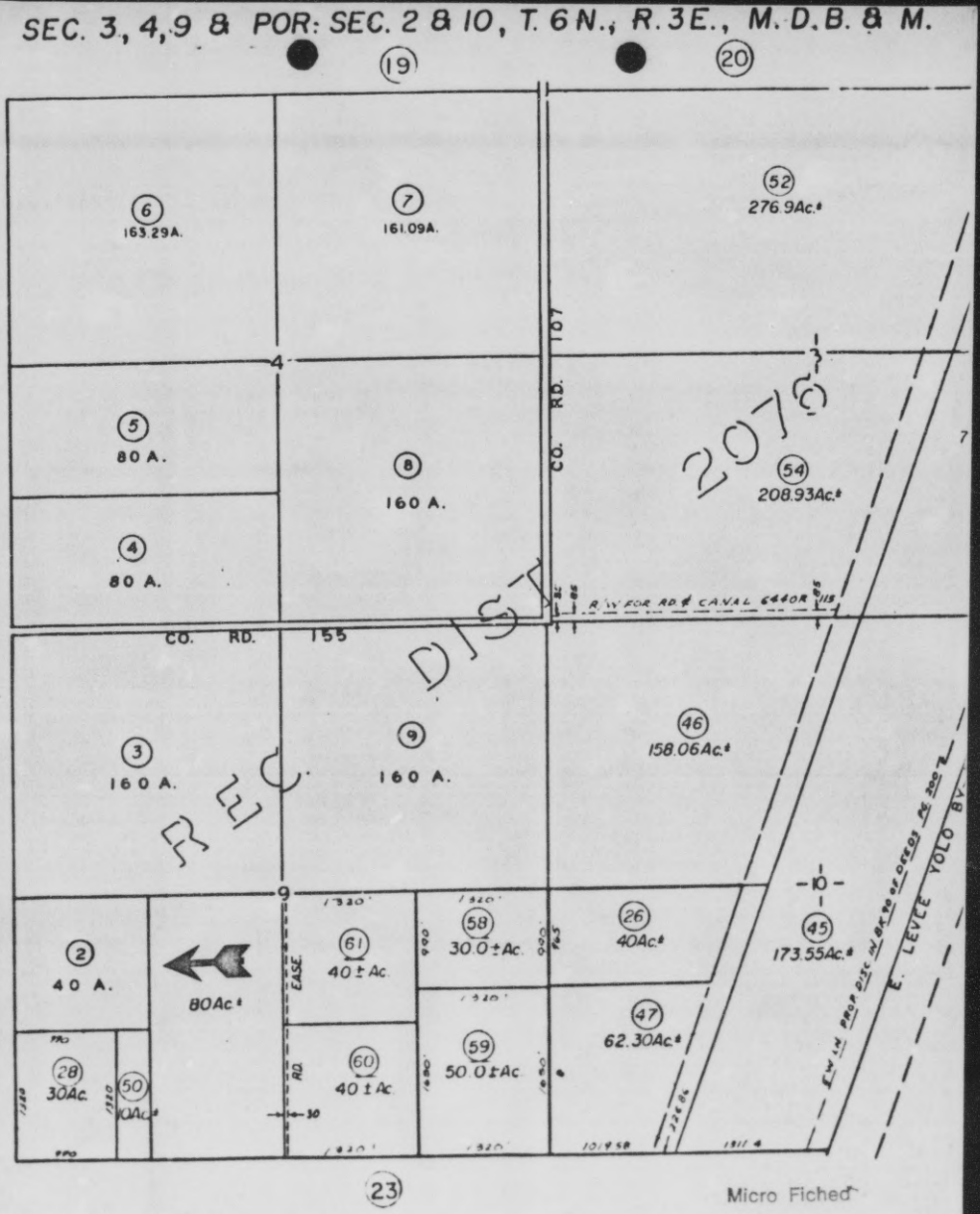
SPECIAL INFORMATION

Unless shown in the body of this preliminary report there appears of record no transfers or agreements to transfer the land described herein recorded during the period of six months prior to the date of this report, except as follows:

NONE

A. P. No 33-220-02
7/11/72 PWB

Micro Fiched



Micro Fiched

NOTE - Assessor's Block Numbers Sh
Assessor's Parcel Numbers S

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk

By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-328

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Thores G. Johnson, Estate of Dorothy A. Johnson by Thores G. Johnson, Executor; Richard J. Driggs and Margaret M. Driggs, his wife; Jack M. Gaspar and Adeth E. Gaspar, his wife; Ronald A. Riggs, Donald R. Riggs, Richard J. Riggs by Ronald A. Riggs, Guardian; Edward J. Wynne, Jr. and Margaret G. Wynne, his wife. (mailing address) c/o Richard J. Driggs, 120 Caribe Isles Drive, Ignacio 94947 hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve 7 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on January 8, 1973, and recorded in Volume 1096 of Official Records at Page 443 (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Ronald A. Riggs
Ronald A. Riggs

Donald R. Riggs
Donald R. Riggs

Richard J. Riggs
Richard J. Riggs, by
Ronald A. Riggs, Guardian

Richard J. Riggs Margaret M. Driggs
Riggs & Johnson Estate of Dudley A. Johnson, Executor
Jr. W. Riggs Gaetch E. Gaspar
Ronald A. Riggs Donald R. Riggs Richard J. Riggs by Ronald A. Riggs Guardian
Edward Gillespie, Jr. Margaret D. Wynne

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19_____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 31st day of October, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Thores G. Johnson, Estate of Dorothy A. Johnson by Thores G. Johnson, Executor known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Micro Fiched

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
Commission Expires November 24, 1973

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 31st day of October, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Richard J. Driggs and Margaret M. Driggs, his wife

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 31st day of October, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Jack M. Gaspar and Adeth E. Gaspar, his wife

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 15th day of December, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Ronald A. Riggs known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Doris I. Martin

NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 15th day of December, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Donald R. Riggs known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 15th day of December, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Ronald A. Riggs, Guardian of Richard J. Riggs known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of
San Francisco, State of California

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

On this 31st day of October, 1972, before me, the undersigned, a Notary Public in and for the City and County of San Francisco, State of California, duly commissioned and sworn, personally appeared Edward J. Wynne, Jr. and Margaret G. Wynne, his wife

known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Micro Fiched

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

DORIS I. MARTIN
NOTARY PUBLIC-CALIFORNIA
CITY & COUNTY OF SAN FRANCISCO
My Commission Expires November 24, 1973

Doris I. Martin
NOTARY PUBLIC
In and for the City and County of San Francisco, State of California

Name, Address and Telephone No. of Attorney (s)

EDWARD J. WYNNE, JR.
COOPER, WHITE & COOPER
44 Montgomery Street, Suite 3300
San Francisco, California 94104
Telephone: (415) 433-1900

Attorney (s) for Guardian

Space Below for Use of Court Clerk Only
(ENDORSED)

FILED
JAN 23 1973
MARVIN CHURCH, County Clerk
By Marguerite Waggener
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE ~~CITY AND~~ COUNTY OF ~~SAN FRANCISCO~~ SAN MATEO

Guardianship of the* Estate of

RICHARD J. RIGGS,

Richard J Riggs
**
a Minor.

No. 50914

LETTERS OF GUARDIANSHIP

Micro Fiched

~~City~~ and County of San Mateo
~~State~~ of California } ss.

RONALD A. RIGGS
is (is/are) hereby appointed guardian of the* estate of the above named** minor

Witness, MARVIN CHURCH ~~MARVIN CHURCH~~, clerk of the above entitled court, with the seal of the court affixed.

Dated JAN 23 1973

(SEAL) SEAL

MARVIN CHURCH
~~MARVIN MORGAN~~, Clerk
Marguerite Waggener
By Deputy Clerk

*Insert where applicable: person and estate
**Insert as case may be: minor, incompetent

AFFIRMATION

I solemnly affirm that I will perform according to law of the duties of Guardian of the* estate of the above named** minor.

Executed on January 19, 1973 (Date), at South San Francisco (Place), California.

Ronald A. Riggs
RONALD A. RIGGS

CERTIFICATION

I hereby certify that the foregoing is a correct copy of the original on file in my office and that said letters have not been revoked, annulled, or set aside, and are still in full force and effect.

Dated

~~MARVIN CHURCH~~
~~MARVIN MORGAN~~, Clerk

(SEAL)

By , Deputy

Co. Clerk P 1512 LETTERS OF GUARDIANSHIP Prob. C. Sec. 1908, 1911; C.C.P. Sec. 1913, etc.

COOPER, WHITE & COOPER
44 Montgomery Street
San Francisco, California 94104
Telephone: 433-1900

(ENDORSED)
FILED
DEC 11 1972
MARVIN C[illegible]
By Marguerite Waggoner
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

Micro Fiched

In the Matter of the Guardianship of the Estate of

RICHARD J. RIGGS,

Minor.

No. 50914

PROOF OF SERVICE BY MAIL

I, the undersigned, say:

I am a citizen of the United States and a resident of the City and County of San Francisco. My business address is 44 Montgomery Street, Suite 3300, San Francisco, California 94104.

I am over the age of 18 years and not interested in the above estate.

On December 8, 1972, I mailed a true copy of the within Petition for Appointment of Guardian of Estate and Approval of Contract Concerning Real Property and Order Fixing Time and Place for Hearing and Prescribing Notice To Be Given by depositing them in the United States Post Office in the City of San Francisco, California, enclosed in a separate, sealed envelope, with the proper and necessary postage prepaid thereon, and addressed to each of the following named persons, at their respective Post Office addresses, to-wit:

RONALD A. RIGGS - Father
343 Newman Drive
South San Francisco, California

. . .

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
44 MONTGOMERY STREET
SAN FRANCISCO 94104

ELAINE RIGGS - Mother
343 Newman Drive
South San Francisco, California

ARMAND K. RIGGS - Grandfather
51 Clearview Drive
Daly City, California

ANTHONY GAGGERO - Grandfather
6 West Cavour Street
Daly City, California

ELEANOR GAGGERO - Grandmother
6 West Cavour Street
Daly City, California

DONALD R. RIGGS - Uncle
51 Clearview Drive
Daly City, California

Micro Fiched

I certify under penalty of perjury, that the foregoing is true and correct.

Executed on December 8, 1972.

J. Lynn Amon

J. Lynn Amon

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
[illegible] MONTGOMERY STREET
SAN FRANCISCO 94104

COOPER, WHITE & COOPER
44 Montgomery Street, Suite 3300
San Francisco, California 94104
Telephone: 433-1900

Attorneys for Petitioner

(ENDORSED)
FILED
DEC 5 - 1972
MARVIN CHURCH, County Clerk
Marguerite Waggener
By _____ DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

Micro Fiched

50914

In the Matter of the Guardianship of the Estate of RICHARD J. RIGGS, Minor.	No. PETITION FOR APPOINTMENT OF GUARDIAN OF ESTATE AND APPROVAL OF CONTRACT CONCERNING REAL PROPERTY

The petition of RONALD A. RIGGS shows:

1. Petitioner is the father of RICHARD J. RIGGS, a minor who resides with petitioner under his custody and care at 343 Newman Drive, South San Francisco, California.

2. Petitioner has been nominated as Guardian of the estate by the above-named minor. Said nomination has been filed concurrently herewith.

3. Petitioner is familiar with the financial affairs of the above-named minor, and desires to serve as Guardian of the estate of said minor.

4. Said minor is of the age of 13 years and upwards.

5. The only relatives of said minor residing in the State of California are:

RONALD A. RIGGS - Father
343 Newman Drive
South San Francisco, California

ELAINE RIGGS - Mother
343 Newman Drive
South San Francisco, California

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
44 MONTGOMERY STREET
SAN FRANCISCO 94104

ARMAND K. RIGGS - Grandfather
51 Clearview Drive
Daly City, California

ANTHONY GAGGERO - Grandfather
6 West Cavour Street
Daly City, California

ELEANOR GAGGERO - Grandmother
6 West Cavour Street
Daly City, California

DONALD R. RIGGS - Uncle
51 Clearview Drive
Daly City, California

Micro Fiched

6. The minor has estate which needs the care and attention of some fit and proper person.

7. The property of the estate consists of an undivided one-twenty-fourth (1/24th) interest in and to the following described real property located in the County of Yolo, State of California:

Northwest Quarter (NW/4) of Southwest Quarter (SW/4) of Section 9, Township 6 North, Range 3 East, M.D.B. & M.

In addition, the property of the estate consists of certain securities.

8. It is in the best interests of the estate of the above-named minor that petitioner as guardian be authorized by this Court on behalf of said minor to enter into a land use contract with the County of Yolo, a political subdivision of the State of California, to limit use of the above-described real property to agricultural, related and compatible uses pursuant to the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, substantially in the form attached hereto as Exhibit "A".

WHEREFORE, petitioner prays that this petition be set for hearing, that notice thereof be given as prescribed by law;

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
[illegible] MONTGOMERY STREET
SAN FRANCISCO 94104

that upon such hearing petitioner RONALD A. RIGGS be appointed guardian of the estate of said minor; that Letters of Guardianship of the estate of said RICHARD J. RIGGS be issued to your petitioner that petitioner as guardian be authorized to enter into the aforesaid land use contract, and that all such other and further orders and proceedings may be had and taken in the premises as may be meet and proper.

DATED: November 30, 1972.

Micro Fiched

Ronald A. Riggs

RONALD A. RIGGS
Petitioner

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
MONTGOMERY STREET
FRANCISCO 94104

NOMINATION OF GUARDIAN OF ESTATE
(California Probate Code Section 1406)

We, the undersigned, the father and mother, respectively, of RICHARD J. RIGGS, a minor under fourteen years of age, and a resident of this State, on behalf of said minor nominate and request that the Court appoint said RONALD A. RIGGS as guardian of the estate of RICHARD J. RIGGS.

DATED: November 30, 1972.

Micro Fiched

Ronald A Riggs
RONALD A. RIGGS

Elaine Riggs
ELAINE RIGGS

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
MONTGOMERY STREET
SAN FRANCISCO 94104

VERIFICATION

I, RONALD A. RIGGS, hereby certify:

I am the petitioner named in the foregoing Petition for Appointment of Guardian of Estate and for Approval of Contract Concerning Real Property; I have read the foregoing Petition and know the contents thereof; and the same is true of my own knowledge except as to those matters stated therein on information and belief and as to those matters I believe it to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 30, 1972.

Micro Fiched

Ronald A. Riggs

RONALD A. RIGGS

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
[illegible] MONTGOMERY STREET
SAN FRANCISCO 94104

(ENDORSED)
FILED
DEC 18 1972
MARVIN CHURCH, County Clerk
By DOROTHY M. HALL
DEPUTY CLERK

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

Micro Fiched

In the Matter of the Guardianship of the Estate of RICHARD J. RIGGS, Minor.	No. 50914 ORDER APPOINTING GUARDIAN AND APPROVING CONTRACT CONCERNING REAL PROPERTY

RONALD A. RIGGS has heretofore filed herein the petition for appointment of RONALD A. RIGGS as Guardian of the Estate of RICHARD J. RIGGS, a minor, and for approval of a contract concerning certain real property of said minor. Said petition came on regularly for hearing before the above-entitled Court on December 15, 1972. Notice of the hearing of said petition has been fully given. The Court, having examined the petition and having heard the evidence, finds that the allegations contained in said petition are true, and that the prayer of said petition should be granted.

IT IS THEREFORE ORDERED:

1. That RONALD A. RIGGS be, and he hereby is, appointed the Guardian of the Estate of RICHARD J. RIGGS, a minor.

2. That Letters of Guardianship be issued to him upon his taking oath required by law, and giving bond according to law in the sum of $2,000.00 if executed by an authorized corporate surety, or in twice that sum if executed by individual surities, the bond to be approved by a judge of the above-entitled

COOPER, WHITE
& COOPER
ATTORNEYS AT LAW
44 MONTGOMERY STREET
SAN FRANCISCO 94104

Court if the surety is not an authorized surety company.

3. That RONALD A. RIGGS as Guardian of the Estate of RICHARD J. RIGGS, minor, is hereby authorized, on behalf of said minor, to enter into a land use contract with the County of Yolo, a political subdivision of the State of California, to limit use of his undivided one-twenty-fourth (1/24th) interest in the following described real property to agricultural, related and compatible uses pursuant to the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Section 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code, substantially in the form attached to said petition as Exhibit "A":

Micro Fiched

That certain real property located in the County of Yolo, State of California, consisting of the Northwest Quarter (NW/4) of Southwest Quarter (SW/4) of Section 9, Township 6 North, Range 3 East, M.D.B.&M.

DATED: December 15, 1972.

J. A. BRANSON

Judge of the Superior Court

COOPER, WHITE & COOPER
ATTORNEYS AT LAW
44 MONTGOMERY STREET
SAN FRANCISCO 94104

EDWARD J. WYNNE JR.
44 MONTGOMERY STREET, SUITE 3300
SAN FRANCISCO, CALIFORNIA 94104

FIRST AMENDED

Your No.

Our No. 1101-36439

In response to the above referenced application for a policy of title insurance, Transamerica Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a California Land Title Association Standard Coverage form Policy of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said policy form.

This report (and any supplements or amendments thereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Micro Fiched

Dated as of October 30, 19 72, at 7:00 A.M.

N.B. SINGER Title Officer NIO

The estate or interest in the land hereinafter described or referred to covered by this Report is:

FEE SIMPLE

Title to said estate or interest at the date hereof is vested in:

...SEE FOLLOWING PAGE...

At the date hereof exceptions to coverage in addition to the printed exceptions and exclusions contained in said policy form would be as follows:

...SEE FOLLOWING PAGE...

VESTED IN:

THORES G. JOHNSON AND DOROTHY A. JOHNSON, his wife, as joint tenants, as to an undivided 12/24 interest; EDWARD J. WYNNE, JR. AND MARGARET G. WYNNE, his wife, as joint tenants, as to an undivided 3/24 interest; JACK M. GASPAR AND ADETH E. GASPER, his wife, as joint tenants, as to an undivided 3/24 interest; RICHARD J. DRIGGS AND MARGARET M. DRIGGS, his wife, as joint tenants, as to an undivided 3/24 interest; and RONALD A. RIGGS, an undivided 1/3 interest, DONALD R. RIGGS, an undivided 1/3 interest, and RICHARD J. RIGGS, an undivided 1/3 interest, all as joint tenants, as to an undivided 3/24 interest, by deed dated April 4th, 1972, which does not disclose their marrital status.

Micro Fiched

A. County of Yolo taxes and assessments for the fiscal year 1972-73, including any possible personal property taxes, now a lien, but not yet due or payable.

PARCEL NO. 33-220-02 CODE AREA 61-005
LAND $4,700.00 IMPRS. $1,350.00
First Installment $309.59 Unpaid
Second Installment $309.59 Unpaid

1. Rights of the public in and to so much of the herein described property that lies within the boundaries of any public road or highway.

2. Perpetual right and easement for the passage of all flood waters of the Yolo By-pass, which may from time to time inundated, or which has heretofore inundated the herein described property, as granted by Deed from Edgar T. Zook, Henry Dillon Winship and J.W. Preston, Jr., Trustees for Henry Dillon Winship and Katherine Mary Winship to Sacramento and San Joaquin Drainage District, dated November 3, 1939 and recorded November 20, 1939 in Book 133 of Official Records at Page 352.

3. Memorandum of Oil and Gas Lease, dated February 16, 1971, by and between Armand K. Riggs, Gertrude L. Riggs, his wife, Richard J. Driggs, widower, Milton Greengard, Jessica M. Greengard, his wife, Jack M. Gaspar, Adeth E. Gaspar, his wife, Thores G. Johnson, Dorothy A. Johnson, his wife, Lessor to The Superior Oil Company, a corporation, Lessee, for the term and upon the terms and conditions contained therein, recorded March 22, 1971 in Book 972 at Page 200 of Official Records.

4. Possible invalidity of the joint tenancy vesting in the deed dated April 4, 1972 from Armand K. Riggs to Ronald A. Riggs, Donald R. Riggs and Richard J. Riggs, as joint tenants, recorded October 19, 1972 in Book 1037 of Official Records at Page 551, in which the spouses of the vestees, if married, did not consent to the creation of the joint tenancy.

5. Any possible community interest of the wives of Ronald A. Riggs, Donald R. Riggs and Richard J. Riggs, if married.

6. Any possible Agricultural Preserve under the California Land Conservation Act of 1965 and Amendments thereto.

Micro Fiched

The land referred to in this Report is situated in the State of California, County of Yolo, and is described as follows:

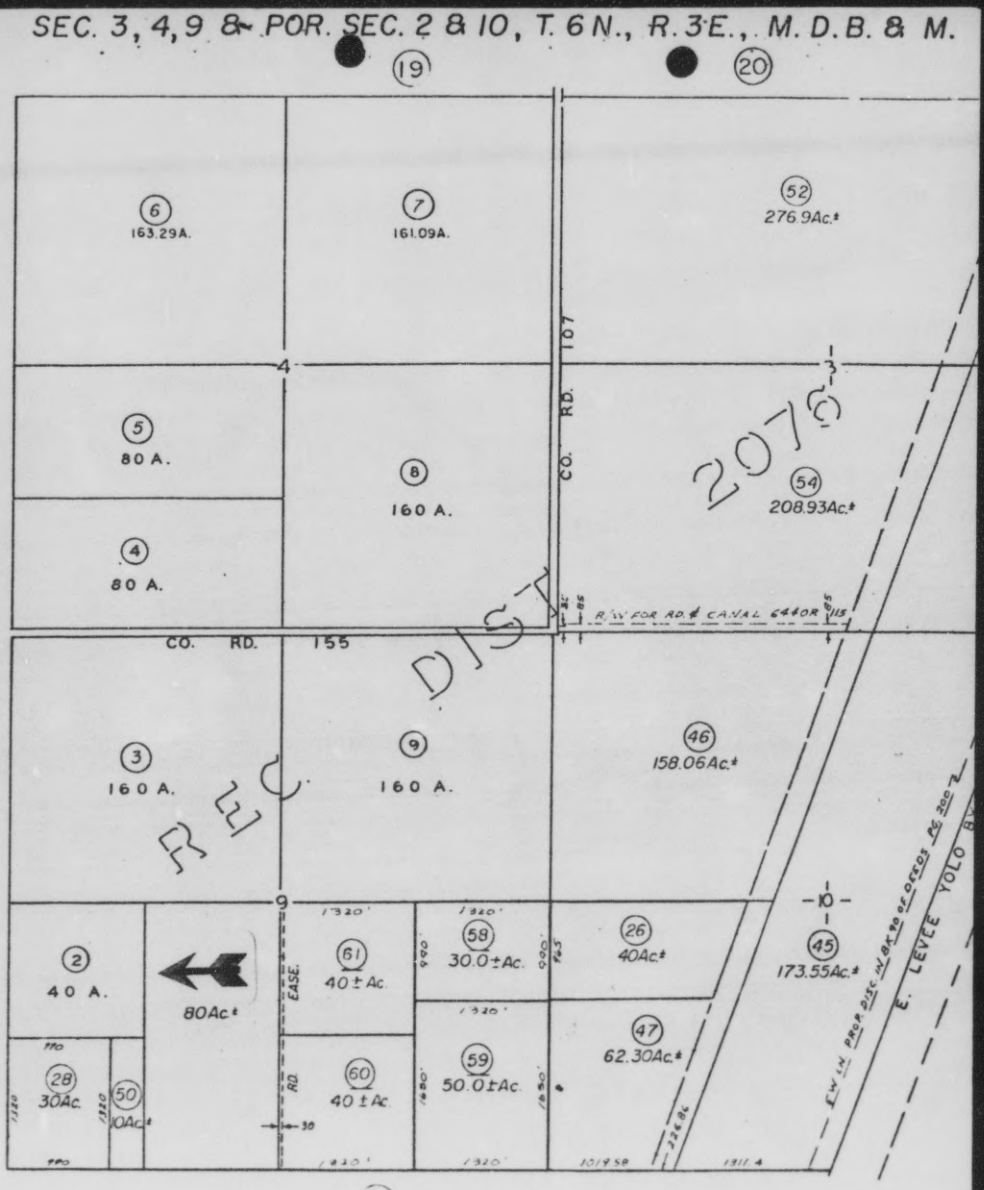
The Northwest quarter of the Southwest quarter of Section 9, Township 6 North, Range 3 East, M.D.B.&M.

Micro Fiched

SPECIAL INFORMATION

Unless shown in the body of this preliminary report there appears of record no transfers or agreements to transfer the land described herein recorded during the period of six months prior to the date of this report, except as follows:

NONE



Micro Fiched

NOTE - Assessor's Block Numbers Sho
Assessor's Parcel Numbers Sh

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-329

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 19th day of December, 1972, by and between Estate of Davidella Hershey
c/o Warren Flournoy
Gen Del
Likely, Cal.
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 19 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume ~ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dwitt Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Warren Flournoy

WARREN FLOURNOY, Administrator of the estate of Davidella Hershey

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Barbara Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 23 of June, 19 72, before me the undersigned Notary Public County Clerk of the County of Yolo, personally appeared Warren Flournoy, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 23rd day of June, 19 72.

Virginia M. Cameron
VIRGINIA M. CAMERON
COUNTY CLERK

VIRGINIA M. CAMERON
Notary Public in California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

GUARANTEE

68 29389

☐ CHAIN OF TITLE GUARANTEE	☐ PLANT INFORMATION GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE	XX PROPERTY SEARCH GUARANTEE
☐ LOT BOOK GUARANTEE	☐ MECHANIC'S LIEN GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE	☐ RECORD OWNER GUARANTEE
☐	☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66053 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

WARREN FLOURNOY, Administrator
of the Estate of Davidella Hershey

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 20, 1972 , in the County of Yolo, State of Calif.

WESTERN TITLE INSURANCE COMPANY

Countersigned:

By R H Morton President

Vice President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 19 "Exhibit A"

GUARANTEE

68 28395

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65814 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

Rodegerdts, Means, Northup & Estey

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R.H. Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 41 "Exhibit A"

POR. RANCHO RIO JESUS MARIA, T.10N., R.2E.
POR. SECTION 21, T.10N., R.2E., M.D.B.&M.
NO. 18
NO. 99
NO. 99E.
CO. RD.
NO. 19B.
NO. 19A
Micro Fiched
w¼ cor
40A
113
Bk. 25
JESUS
MARIA
154 5.05Ac±
64 10.3Ac±
67 40.85Ac±
2 50Ac.±
3 106.56Ac.±
10 160Ac.±
11 45Ac.±
23
53 30.17Ac.±
56 36.05Ac.±
7 1.40Ac±
4 69Ac.±
12 2.64Ac.±
72 104.216±Ac.
73 52.064±Ac.
63 41.69Ac.±
62 29.09Ac.±
7.56Ac.±
13 318.30Ac.±
25
14 2.10Ac.±
60
28 25.94Ac.±
22 1.70Ac.±
15
33 80Ac.±
35 160Ac.± M/R
74 3.9±Ac
23
59 136.26Ac.±
20 90.33Ac.±
45 1.59Ac.±
24 3.75
65 49.34Ac.±
32 80Ac.±
47
68 530.72 Ac.±
69 4.84Ac.±
18
5
19
20
21
7

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS Deputy

AGREEMENT NO. 72-330

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 19 72, by and between

ISABEL C. HUNGERLAND
P.O. Box 610
Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 41 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
(ISABEL C. HUNGERLAND)

By _____
(FREDERICK R. ESTEY)
her attorney in fact

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this June 28, 19 72, before me the undersigned ~~County Clerk~~ Notary Public of the County of Yolo, personally appeared FREDERICK R. ESTEY, Attorney in Fact for ISABEL C. HUNGERLAND, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of June, 19 72.

Wanda L. Skellchock

~~COUNTY CLERK~~ NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 2, 1973

(Rev. 4-71)

GUARANTEE

68 28395

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65814 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

Rodegerdts, Means, Northup & Estey

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 7, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 41 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65814 Effective Date: May 7, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in: Isabel C. Hungerland

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

That certain parcel of real propertyin Sections 9 and 16, Township 12 North, Range 2 West, Mount Diablo Base and Meridian, in Yolo County, California described as follows:

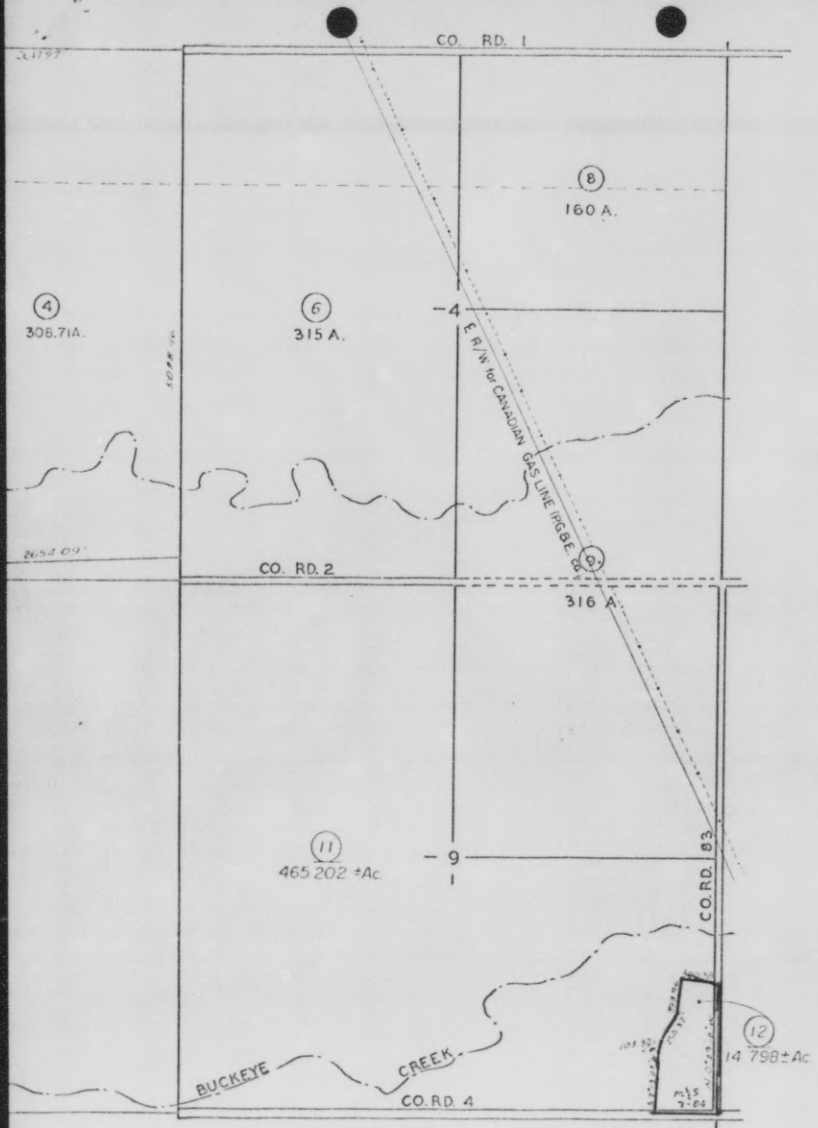
Beginning at the section corner common to Sections 9, 10, 15 and 16, Township 12 North, Range 2 West, as said corner is shown on that Record of Survey filed in Book 7 of Maps, and Surveys as page 84, Yolo County Records; thence on and along theEast line of said Section 9 NOrth 0° 29' 18" West 1315.94 feet; thence leaving said East line North 83° 01' 15" West 300.59 feet; thence South 7° 01' 42" West 393.96 feet; thence South 28° 24' 52" West 250.37 feet; thence South 17° 38' 13" West 103.30 feet; thence South 2° 13' 07" West 1157.95 feet; thence North 89° 11' 43" East 559.95 feet to the West line of said Section 15, said Section line is also the West line of that certain parcel of land described in Deed recorded in Book 792 of Official Records, at page 97, Yolo County Records; thence along said West property line and West section line North 0° 46' 31" West 506.50 feet to the point of beginning -and containing 20.00 acres more or less.

EXCEPTING THEREFROM an undivided one-half of all oil, gas and kindred substances and mineral substances of all kinds, existing or to exist hereafter in and upon said property, etc., as reserved in the deed from Leila W. D'Oyly, et al., to C. J. Kelly, et ux., dated March 15, 1945, recorded April 23, 1945, in Book 215 of Official Records, at page 459.

Note; The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Rollas Assessors Parcel No. 18-030-12, Code ARea 62-005, 18-040-18, Code Area 63-028.

Note: This guarantee is limited to the above described property.

18-03



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1

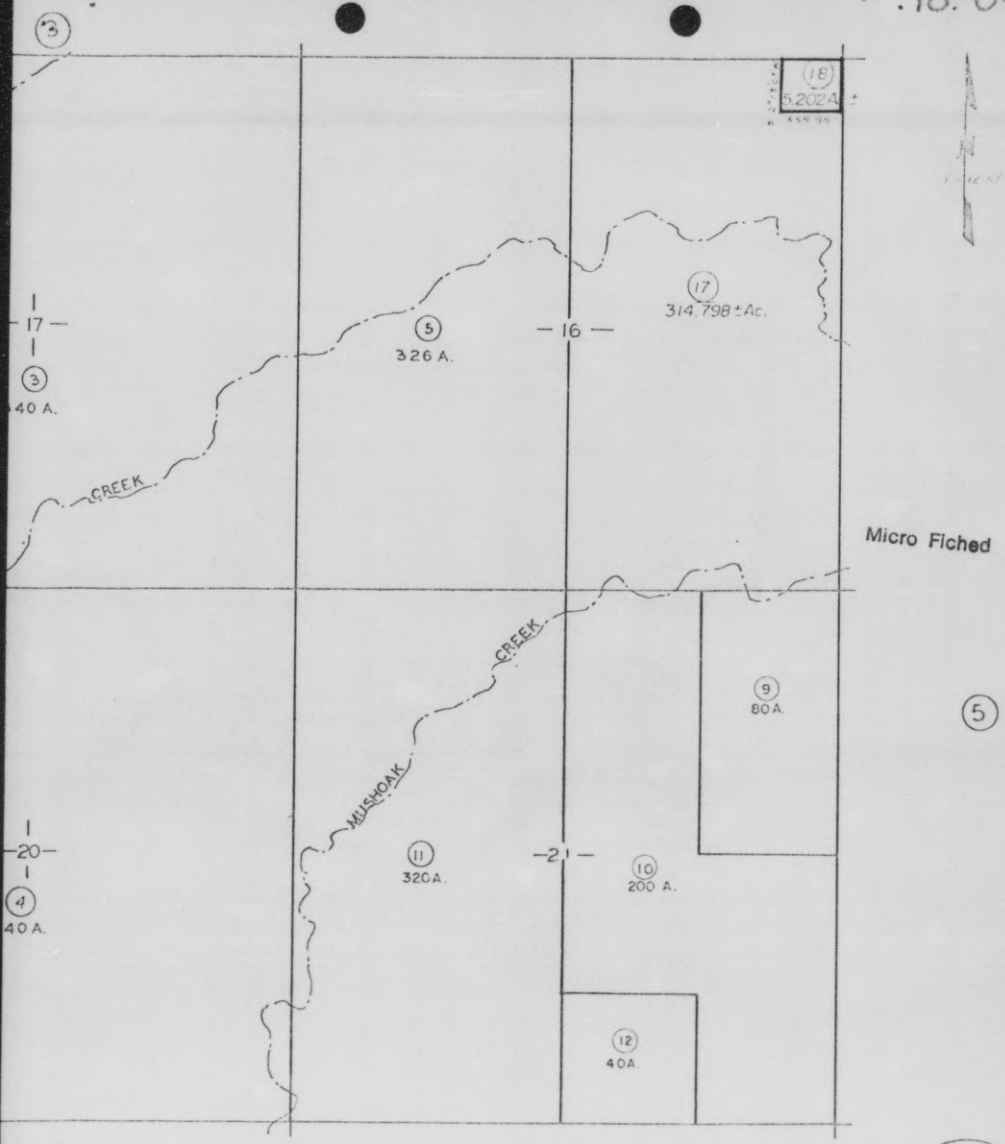
ASSESSOR'S MAP
BOOK 18 PAGE 03
COUNTY OF YOLO, CALIF.

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

JUNE 1950

M.

18-04



ASSESSOR'S MAP

BOOK 18 PAGE 04

COUNTY OF YOLO, CALIF

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

NE 1950

EXHIBIT "A"

ELIZABETH FOLLANSBEE, as her separate property, a 1/4 interest; EDITH RACKERBY, as her separate property, a 1/4 interest; and WALTER VAUGHN and MARJORIE K. VAUGHN and JOHN W. VAUGHN and SUSAN V. HIMES, as Co-Trustees, as to an undivided 1/2 interest, in Trust pursuant to a certain Declaration of Trust executed by Walter Vaughn on September 1, 1970 at Kansas City Missouri.

Micro Fiched

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY J. DUDLEY STEPHENS
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Elizabeth Follansbee
Elizabeth Follansbee
as her separate property, a 1/4 interest

Edith Rackerby
Edith Rackerby
as her separate property, a 1/4 interest

Walter Vaughn
Walter Vaughn
Marjorie L. Vaughn
Marjorie L. Vaughn
John W Vaughn
John W Vaughn
Susan V Himes
Susan V Himes
as co-Trustees, as to an undivided 1/2 interest, in Trust pursuant to a certain Declaration of Trust executed by Walter Vaughn on September 1 1970 at Kansas City Missouri

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rofgaa
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

State of CALIFORNIA)
) ss
County of LOS ANGELES)

On AUG 7 1972 before me, the undersigned, a Notary Public in and for said State and County, personally appeared ELIZABETH FOLLANSBEE

known to me to be the person whose name is subscribed to the within instrument (Land Use Contract with Yolo County California), and she acknowledged that she executed it.

(seal) OFFICIAL SEAL DAVID MARTIN NOTARY PUBLIC-CALIFORNIA LOS ANGELES COUNTY My Commission Expires Apr. 25, 1975

17121 Ventura Blvd., Encino, Calif. 91316

Notary Public

State of CALIFORNIA)
) ss
County of SAN DIEGO)

Micro Fiched

On 8-15-72 before me, the undersigned, a Notary Public in and for said State and County, personally appeared EDITH RACKERBY

known to me to be the person whose name is subscribed to the within instrument (Land Use Contract with Yolo County California), and she acknowledged that she executed it.

(seal) OFFICIAL SEAL MARSHA J. SHINE NOTARY PUBLIC-CALIFORNIA SAN DIEGO COUNTY My Commission Expires Aug. 24, 1975

Marsha J. Shine
MARSHA J. SHINE
Notary Public

State of Missouri)
) ss
County of Jackson)

On July 25 1972 before me, the undersigned, a Notary Public in and for said State and County, personally appeared

WALTER VAUGHN and MARJORIE K VAUGHN and SUSAN V HIMES

known to me to be the persons whose names are subscribed to the within instrument (Land Use Contract with Yolo County California), and they, and each of them, acknowledged that they executed it.

(seal) My Commission Expires June 9, 1974

Notary Public

State of California)
) ss
County of Alameda)

On July 20, 1972 before me, the undersigned, a Notary Public in and for said State and County, personally appeared JOHN W VAUGHN

known to me to be the person whose name is subscribed to the within instrument (Land Use Contract with Yolo County California), and he acknowledged that he executed it.

R.A. Rieser

(seal) R. A. RIESER NOTARY PUBLIC Alameda County, California My commission expires Oct. 27, 1975

Notary Public

TI RO

Record Owner Guarantee 10401-033

Title Insurance and Trust Company

Fee $ 25.00

Street address or other ref.
Ida S. Vaughn Estate
33-190-02 33-190-04

a California corporation, does hereby guarantee

· Wells Fargo Bank
P. O. Box 1619
Sacramento, California

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

See EXHIBIT "A" attached

Deed Recorded September 14, 1970 in Book 952 Official Records, page 346 and Decree of Distribution recorded August 17, 1970 in Book 950 Official Records, page 335

Document No. 9698 and 8735

Micro Fiched

I.R.S. $ NONE

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

Section 30, Township 7 North, Range 3 East, M.D.B.&M.
EXCEPTING THEREFROM the following:
A) 7.12 acres, more or less, conveyed to Oakland Antioch and Eastern Railway, a corporation, by deed recorded July 19, 1912, Book 80 of Deeds, page 163.
B) An undivided one-half interest in and to all minerals, mineral deposits, oil, gas and other hydrocarbon substances of ever kind and character, as reserved to Nunes Co., Inc., in the certain deed to Howard Vaughn, recorded April 12, 1943 in Book 179 Official Records, page 247.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of April 13, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No. 7

EXHIBIT "A"

ELIZABETH FOLLANSBEE, as her separate property, a 1/4 interest; EDITH RACKERBY, as her separate property, a 1/4 interest; and WALTER VAUGHN and MARJORIE K. VAUGHN and JOHN W. VAUGHN and SUSAN V. HIMES, as Co-Trustees, as to an undivided 1/2 interest, in Trust pursuant to a certain Declaration of Trust executed by Walter Vaughn on September 1, 1970 at Kansas City Missouri.

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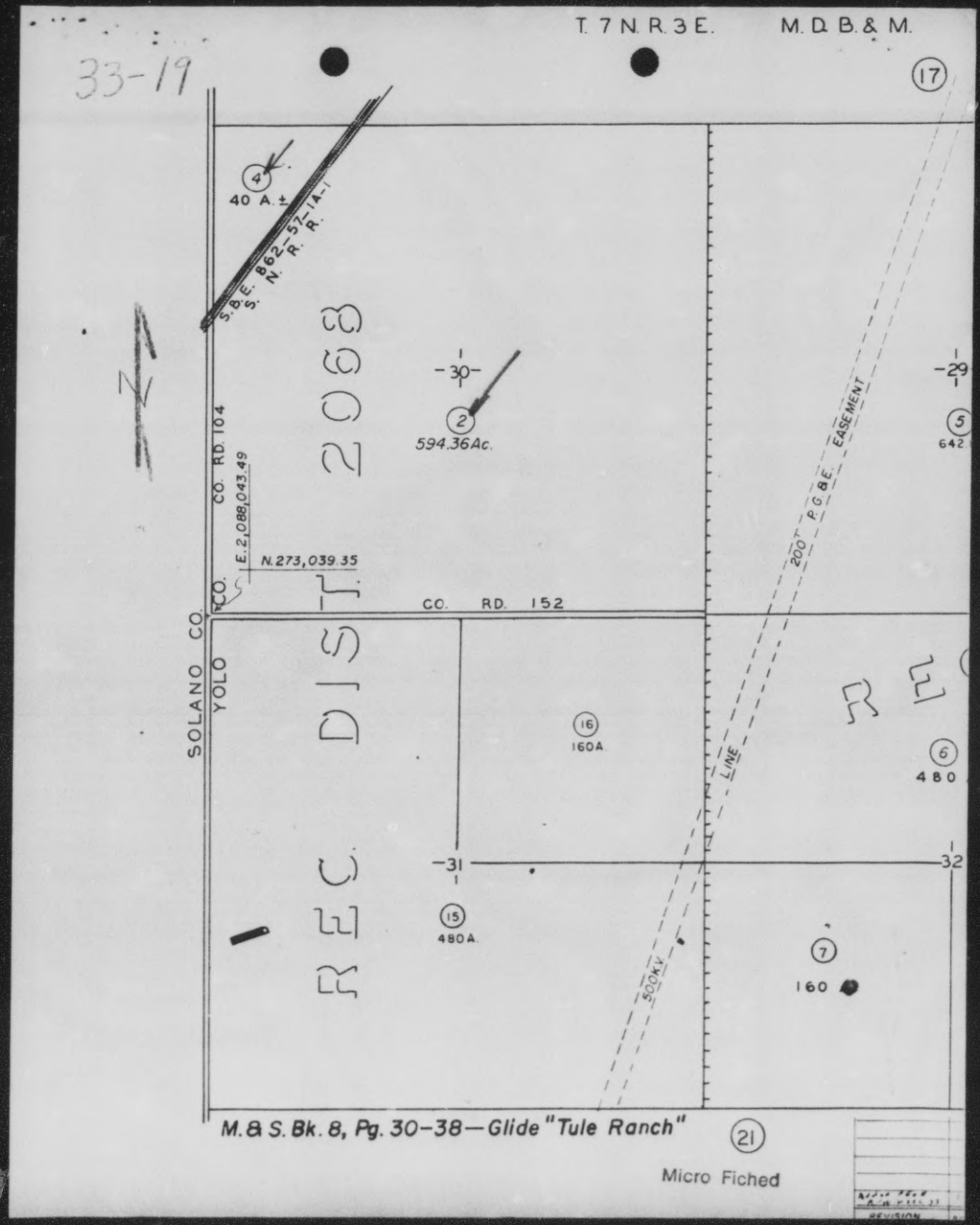

T. 7 N. R. 3 E. M. D. B. & M.
33-19
17
4
40 A ±
S.P.R.R.
S.E. 862-57-1A-1
-30-
2
594.36Ac.
-29-
5
642
CO. RD 164
E. 2,088,043.49
N. 273,039.35
CO. RD. 152
200' P.G.&E. EASEMENT
SOLANO CO.
YOLO
REC. DIST. 2068
16
160A.
6
480
-31-
32
15
480A.
7
160
500 KV LINE
M. & S. Bk. 8, Pg. 30-38—Glide "Tule Ranch"
21
Micro Fiched

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-332

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between JOSEPHINE M. ABDOO, ALSO KNOWN AS JOSEPHINE ABDOO AND ANTHONY L. ABDOO, OF

8220 DENWOOD, STERLING HEIGHTS, MICHIGAN 48077
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY Dustin Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Anthony Labbo

Josephine M. Abbo

Josephine Abbo

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Eiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

~~Barbara Rodgers~~ DEPUTY

STATE OF ~~CALIFORNIA~~ MICHIGAN)
) ss.
COUNTY OF ~~YOLO~~ WAYNE)

On this 5th JULY, 1972, before me the undersigned ~~County Clerk of the County of Yolo~~ NOTARY PUBLIC OF THE COUNTY OF WAYNE MICHIGAN, personally appeared ANTHONY L. RODDO, AND JOSEPHINE M. RODDO, ALSO KNOWN AS JOSEPHINE ARELO known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

Dated this 5TH day of JULY, 1972.

~~LAURENCE P. HENIGAN, COUNTY CLERK~~

Subscribed and Sworn to before me-----
5 July 1972

Mary Perras
Notary Public

MARY PERRAS
Notary Public, Oakland County, Michigan
Acting in Wayne County, Michigan
My Commission Expires August 18, 1975

(Rev. 4-71)

GUARANTEE

68 29387

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66051 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

Jim Barga

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 19, 1972, 5:00 pm , in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R H Morton President

By John M. Jones Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 9

"EXHIBIT A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66051 Effective Date: June 19, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The herein described property vests in:
Anthony L. Abdoo, an undivided 1/2 interest;
Josephine M. Abdoo, an undivided 1/3 interest;
Josephine Abdoo, an undivided 1/6 interest;

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

The Southwest Quarter of Section 26, Township 9 North, Range 1 East, M.D.B. & M., EXCEPTING THEREFROM an undivided 1/2 interest in all oil, gas and other hydrocarbons and minerals as reserved in deed from Bank of America National Trust and Savings Association, to Gilbert Koebel and Vivian Koebel, his wife, dated October 2, 1943, recorded October 15, 1943, in Book 184 of Official Records, at page 303.

ALSO EXCEPTING THEREFROM the Southwest Quarter of the Southwest Quarter of Section 26, Township 9 North, Range 1 East, M.D.B. & M.

ALSO EXCEPTING THEREFROM the South Half of the Northwest Quarter of the Southwest Quarter of Section 26, Township 9 North, Range 1 East, M.D.B. & M.

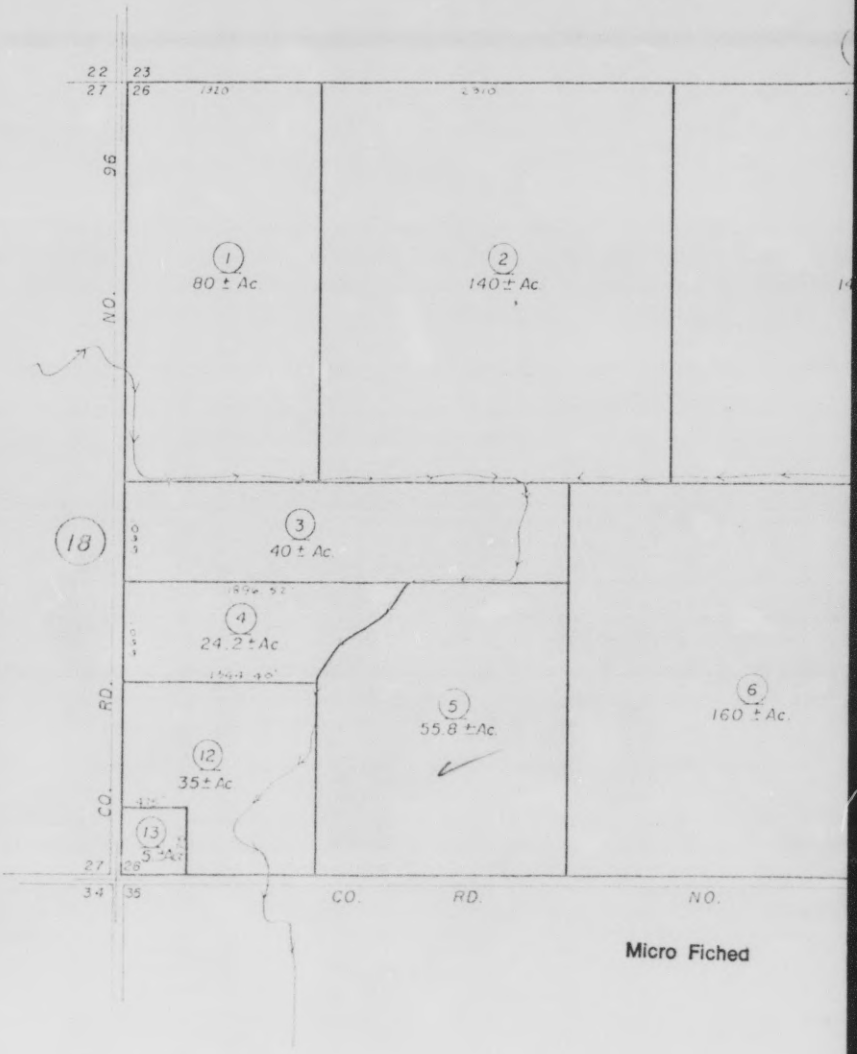
ALSO EXCEPTING THEREFROM the North Half of the North Half of the Southwest Quarter of Section 26, Township 9 North, Range 1 East, M.D.B. & M.

ALSO EXCEPTING THEREFROM that portion of the South Half of the Northeast Quarter of the Southwest Quarter lying West of the East Bank of the Slough running Northerly and Southerly through said Section 26, Township 9 North, Range 1 East M.D.B. & M.

NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 40-170-05, Code Area 87-069.

NOTE: This guarantee is limited to the above described property.

SEC. 25 & 26, T.



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FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-333

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Edna D Zentner
Rt 2 Star Route
Capay, California
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 2 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Edna D Gentner

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

TE OF CALIFORNIA
NTY OF Yolo } SS

Micro Fiched

ON June 30, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Edna D. Zentner

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary's Signature Donald M. Miller

DONALD M. MILLER
NOTARY PUBLIC
YOLO COUNTY, CALIFORNIA

GENERAL ACKNOWLEDGMENT
Form No. 14

LAURENCE P. HENIGAN, COUNTY CLERK

TG 1551 (7-68)

TI

RO 10594-011

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
21-292-07

a California corporation, does hereby guarantee
. Edna D. Zentner

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

EDNA D. ZENTNER, a married woman, as her own separate property

Deed Recorded February 10, 1939 in Book 127 Official Records, page 35

Document No. 392

Micro Fiched

I.R.S. $ 7.50

Record Description: All that real property situate in the County of Yolo State of California, described as follows:

Beginning at a point on the Base Line of Arnold and Gillig's Subdivision of a part of the Rancho Canada de Capay, S. 89° 26' E. 5987.2 feet from a stone marking the intersection of the said Base line and the West boundary line of Block "B" of said Subdivision, and running thence S. 1° 18' West 659.5 feet to the North side of California State Highway #16; thence N. 87° 53' E. along the North side of said highway 1973.8 feet to a point; thence N. 0° 34' E. 566.5 feet to a point on the above mentioned Base Line; thence continuing N. 0° 34' E. 1811.0 feet to a point in the center of Cache Creek; thence up along the center of Cache Creek N. 73° 01' W. 2014.9 feet; thence leaving Cach Creek S. 1° 18' W. 2379.85 feet to the point of beginning, containing121.5 acres of land, the same being a part of Lot "D" of said Arnold & Gillig's Subdivision.

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

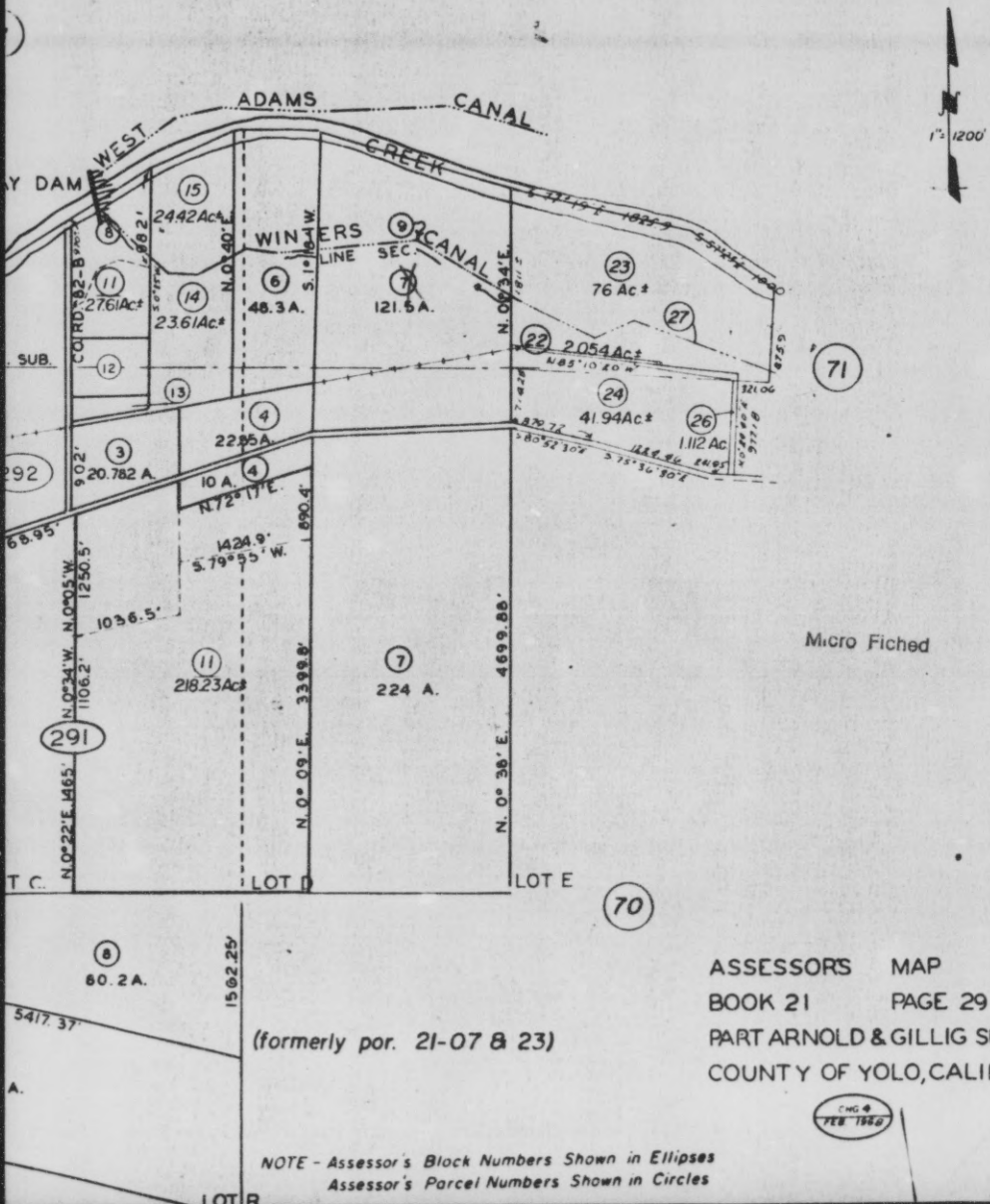
by [signature]
PRESIDENT

Attest: [signature]
SECRETARY

Addition to Preserve No. 2
"Exhibit A"

RANCHO CANADA DE CAPAY

21-29



Micro Fiched

(formerly por. 21-07 & 23)

ASSESSORS MAP
BOOK 21 PAGE 29
PART ARNOLD & GILLIG SUB.
COUNTY OF YOLO, CALIF.

CHG ◆ FEB 1968

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS, Deputy

AGREEMENT NO. 22-334

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between Jerry & Lola E. Fridrich
Box 273K
Bear Creek Rd
Martins, Calif 94553
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 17 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Jerry Friedrich

Lois E. Friedrich

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers

Micro Fiched

STATE OF CALIFORNIA, *County of* Contra Costa } ss.

ON June 30, 1972, *before me, the undersigned a Notary Public in and for the State of California with principal office in the County of* Contra Costa, *personally appeared*

Lola E. Friedrich and Jerry Friedrich

known to me to be the person s *whose name* s are *subscribed to the within Instrument, and acknowledged to me that* they *executed the same. WITNESS my hand and official seal.*

OFFICIAL SEAL
LINDA K. ALLEN
NOTARY PUBLIC CALIFORNIA
CONTRA COSTA COUNTY
My Commission Expires Nov. 14, 1972

SIGNATURE OF NOTARY Linda K. Allen
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA

NOTARY'S NAME AND COMMISSION EXPIRATION DATE PRINTED

GUARANTEE

68 29399

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65994 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

JERRY FRIEDRICH

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 5, 1972 at 5:00 pm , in the County of Yolo, California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Martin President

By John W. Jessup Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 17 "Exhibit A"

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 22, 1922, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA
County of San Mateo

On this 1st day of July...in the year one thousand nine hundred and seventy two before me, JOHN E. LUCELLE ...
a Notary Public in and for the County of San Mateo, State of California, residing herein, duly commissioned and sworn, personally appeared

ROBERT J. HAZELTON and JEAN E. HAZELTON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Mateo the day and year in this certificate first above written.

OFFICIAL SEAL
JOHN E. LUCELLE
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Commission Expires Jan. 27, 1973

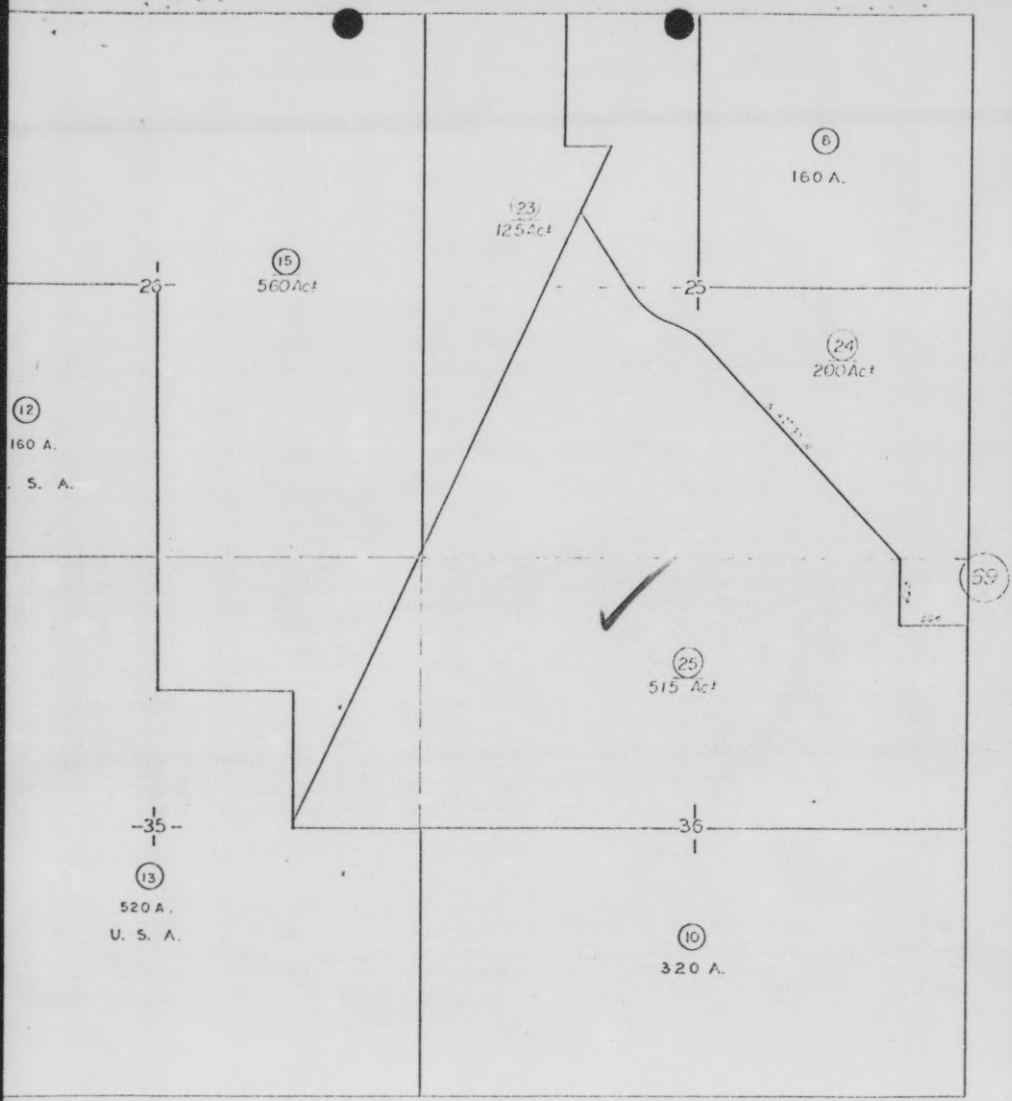
1980 Alden St., Belmont, Calif. 94002

Micro Fiched

.....

Notary Public in and for the County of San Mateo
State of California.

My commission expires January 27,1973



46

ASSESSOR'S MAP
BOOK 21 PAGE 45
COUNTY OF YOLO, CALIF.

Micro Fiched

CHG. 1
NOV. 1968

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-335

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between ROBERT J. HAZELTON and JEAN E. HAZELTON, Husband and Wife, as Joint Tenants
Route 1, Box 20, Winters, CA. 95694
(South Side Road 34, 1/2 Mile West of Road 87, County of Yolo)
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 20 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

July 1st 1972

(SEAL)

John E. Lucelle

OFFICIAL SEAL
JOHN E. LUCELLE
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Commission Expires Jan. 27, 1973

1660 Alden St., Belmont, Calif. 94002

COUNTY OF YOLO

BY Dudley Stephens
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Robert J Hazelton
ROBERT J. HAZELTON

Jean E. Hazelton
JEAN E. HAZELTON

(Rev. 4-71)

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A. Rodgers
DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this _____, 19____, before me the undersigned County Clerk of the County of Yolo, personally appeared _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

STATE OF CALIFORNIA
County of San Mateo

On this 1st day of July...in the year one thousand nine hundred and seventy two before me, JOHN E. LUCELLE ...
a Notary Public in and for the County of San Mateo, State of California, residing herein, duly commissioned and sworn, personally appeared

ROBERT J. HAZELTON and JEAN E. HAZELTON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the City and County of San Mateo the day and year in this certificate first above written.

OFFICIAL SEAL
JOHN E. LUCELLE
NOTARY PUBLIC-CALIFORNIA
SAN MATEO COUNTY
My Commission Expires Jan. 27, 1973

1980 Alden St., Belmont, Calif. 94002

Micro Fiched

Notary Public in and for the County of San Mateo
State of California.

My commission expires January 27,1973

FEE FOR GUARANTEE $40.00 LIABILITY $100.00 ORDER No. 36507

TRANSAMERICA TITLE INSURANCE COMPANY

a corporation, herein called the Company,

Micro Fiched

GUARANTEES

ROBERT J. HAZELTON

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated June 8, 1972 at 7:00 o'clock a.m.

TRANSAMERICA TITLE INSURANCE COMPANY

by W.B. SINGER Assistant Secretary for the Company

Addition to Preserve No. 20 "Exhibit A"

ALTA Guarantee
Form No. 1 (7-1-65)

SCHEDULE A

PROPERTY SEARCH GUARANTEE

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to to the First Monday of March, the following real property is vested as follows:

The Department of Veterans Affairs of the State of California, subject to an Agreement of Sale dated October 11, 1966, between the Department of Veterans Affairs of the State of California, vendor, and Robert J. Hazelton, vendee, under Contract No. K-5452, subject to the terms and conditions therein, recorded October 13, 1966 in Book 839 at Page 111,

...SEE FOLLOWING PAGE...

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that certain real property situate, lying and being in the County of Yolo, State of California, described as follows:

BEGINNING at the Southwest corner of Section 19, Township 8 North, Range 1 West, and running thence North 89° East on the South boundary of said Section 19, 1367 feet to a point 660 feet distant from the quarter section corner on the South side of said Section 19; thence North 55 feet; thence North 68 3/4° West 515.50 feet; thence North 70 1/4° West 720 feet; thence South 85 1/2° West 188 feet; thence along the West boundary of said Section 19, South 2 1/4° East 325 feet to the place of beginning.

ALSO Beginning at an old iron pipe, which marks the Northwest corner of Section 30, Township 8 North, Range 1 West, MDB&M, and running thence South 0°, 56' 50" East along the West boundary line of said Section 30, 1022.9 feet to a point; thence South 89° 30' East parallel to the North boundary line of said Section 30, 1335.5 feet to the East boundary line of that certain 63.58 acre tract of land described on Page 132 of Deed Book 77 of Yolo County Records: thence North 0° 49' East along said East boundary line 1022.9 feet to the North boundary line of said Section 30; thence North 89° 30' West 1367.0 feet to the place of beginning, being part of Section 30, Township 8 North, Range 1 West, MDB&M.

Micro Fiched

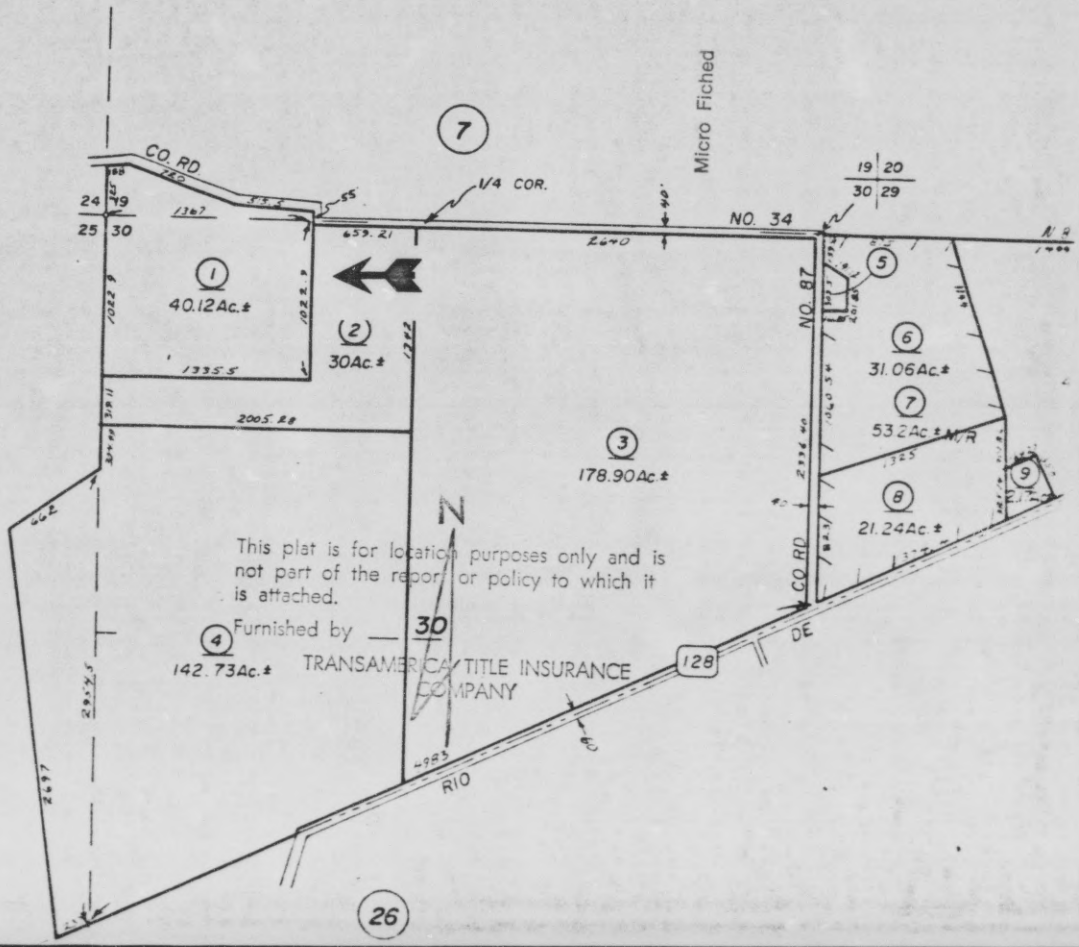
PARCEL NO. 30-270-01 AREA CODE 86-000

of Official Records.

The vendees interest was assigned to Robert J. Hazelton and Jean E. Hazelton, husband and wife, as joint tenants, by assignment recorded therewith.

Micro Fiched

SEC. 29 & 30, R.1W., POR. SEC. 25, R.2W., T.8N.,



Micro Fiched

FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72-336

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between PEGGY GLIDE COLBY and THORNTON S. GLIDE, JR.
c/o Downey, Brand, Seymour & Rohwer
1007 Seventh Street
Sacramento, Calif. 95814
(mailing address)
hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 85 by the County by Resolution No. 72-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

_____
(Peggy Glide Colby)

_____
(Thornton S. Glide, Jr.)

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 27, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara A Rodgers
DEPUTY

STATE OF CALIFORNIA,
County of Sacramento } ss.

Micro Fiched

On this 23rd day of June in the year one thousand nine hundred and seventy-two before me, Anthony R. Giannoni a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared Peggy Glide Colby and Thornton S. Glide, Jr. known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Sacramento the day and year in this certificate first above written.

ANTHONY R. GIANNONI
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Commission Expires Dec. 23, 1974

Anthony R. Giannoni

Notary Public in and for the County of Sacramento State of California.
My Commission Expires December 23, 1974

(Acknowledgment-General)
ATTORNEYS PRINTING SUPPLY FORM NO. 6

(Rev. 4-71)

TO 1551 (7-68)

TI

RO 10401-028 A

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 30.00
Street address or other ref.

a California corporation, does hereby guarantee

Downey, Brand Seymour & Rohwer
Attorneys at law
1007 Seventh Street
Sacramento, California 95814

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

THORNTON S. GLIDE, JR., as to an undivided 1/2 interest as his separate property, and PEGGY GLIDE COLBY, as to an undivided 1/2 interest as her separate property

~~XXXXXXXXXX~~ Decree recorded June 29, 1964 in Book 763 of Official Records page 479 and by decree recorded July 26, 1967
Document No. 7323 in Book 859 of Official Records page 237

Micro Fiched

I.R.S. $ None

Record Description: All that real property situate in the County of Yolo, State of California, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of May 15, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

Addition to Preserve No. 85

PARCEL NO. 1:

The Tule Ranch originally comprising 10,446.86 acres, more or less, situate in the County of Yolo, described as follows:

IN TOWNSHIP 8 NORTH, RANGE 3 EAST, M.D.B. & M.

The Southeast quarter of Section 34 (33-140-01), All of Section 35 (33-140-09), All of Section 36, except the North one-half of the Northeast quarter (33-140-19 and 33-140-31)

IN TOWNSHIP 7 NORTH, RANGE 3 EAST, M.D.B. & M.

All of Section 1, 2, 3, 10, 11, 14, 15, 16, 17, 19, 20 and 29; The North 1374.1 feet of Sections 22 and 23, and that portion of Sections 12 and 13 lying west of the right of way for the back levee of Reclamation District 999.

The North 1374.1 feet of Sections 22 and 23.

That portion of Sections 12 and 13 lying west of the right of way for the back levee of Reclamation District 999.

That portion of the North 1374.1 feet of Section 24 lying west of the right of way for the back levee of Reclamation District 999.

The South half of Section 9, excepting therefrom the following: A triangular tract of land being a part of the Southwest quarter of said Section 9, lying northwest and contiguous to the 100 foot strip conveyed to Oakland, Antioch and Eastern Railway, which said triangular strip is particularly described as follows: Beginning at the Northwest corner of said quarter section, running thence east along the North line thereof a distance of 505.5 feet to the west line of 100 foot right of way; thence southwesterly along said right of way to the west line of said quarter section; thence north along said west line a distance of 716.3 feet to the point of beginning.

EXCEPTING from Sections 1, 10, 11, 12, 17, 19 and 20, that portion thereof heretofore conveyed in fee for railroad purposes.

ALSO EXCEPTING THEREFROM all lands and rights vested in Sacramento-Yolo Port District .
(33-160-21) (33-160-23)
(33-160-12) (33-160-05) (33-160-04)(33-160-01 and 03) (33-160-06) (33-160-14)
(33-180-10) (33-180-13) (33-180-03)(33-180-02) (33-180-12)(33-170-01) (33-170-03)
(33-170-09) (33-170-10) (33-170-11) (33-170-13) (33-190-05) (33-180-18) [illegible]

PARCEL NO. 2:

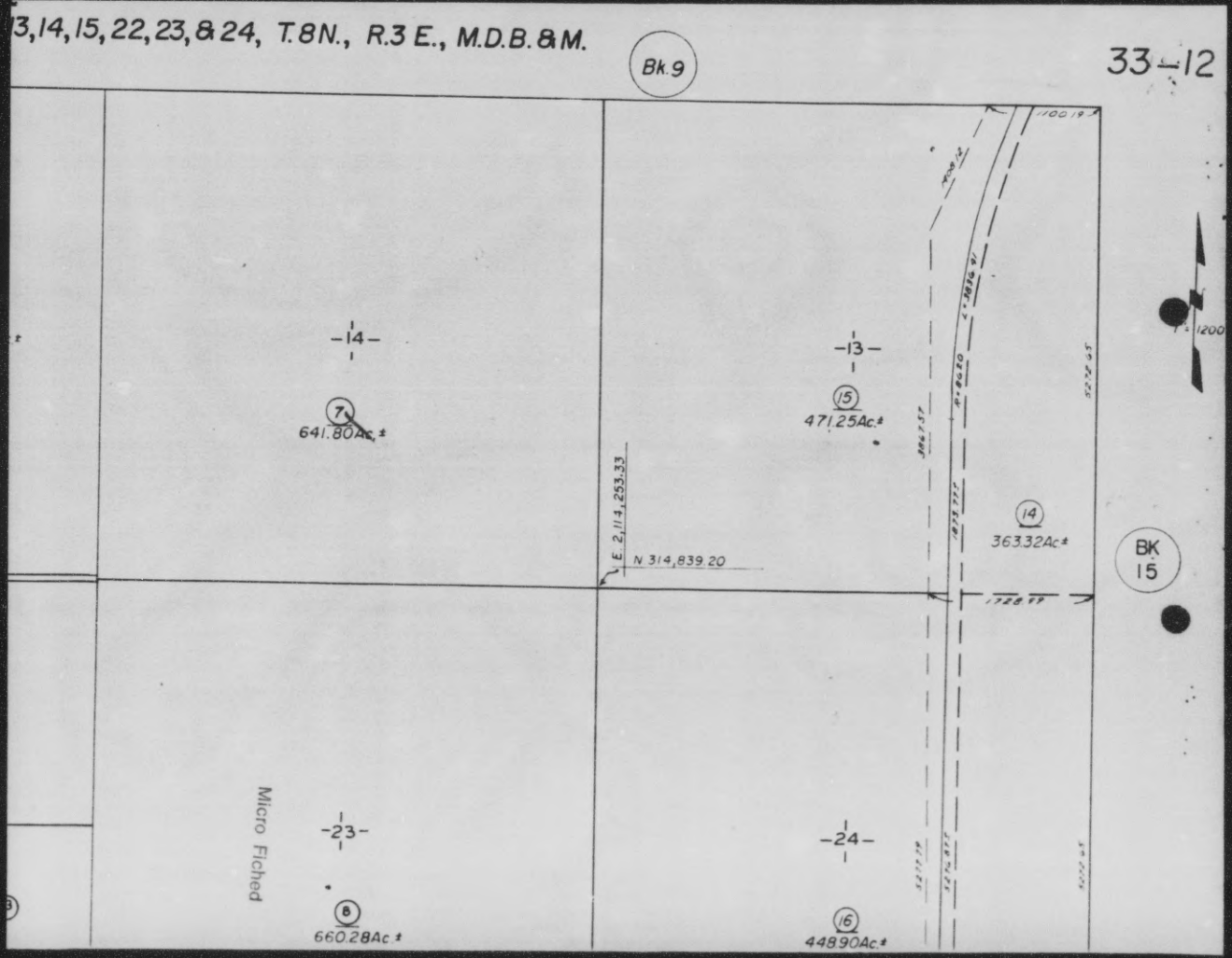
The Causeway Ranch originally comprising 3,318 acres more or less situated in the County of Yolo, described as follows:

Micro Fiched

IN TOWNSHIP 8 NORTH, RANGE 3 EAST, M.D.B. & M.

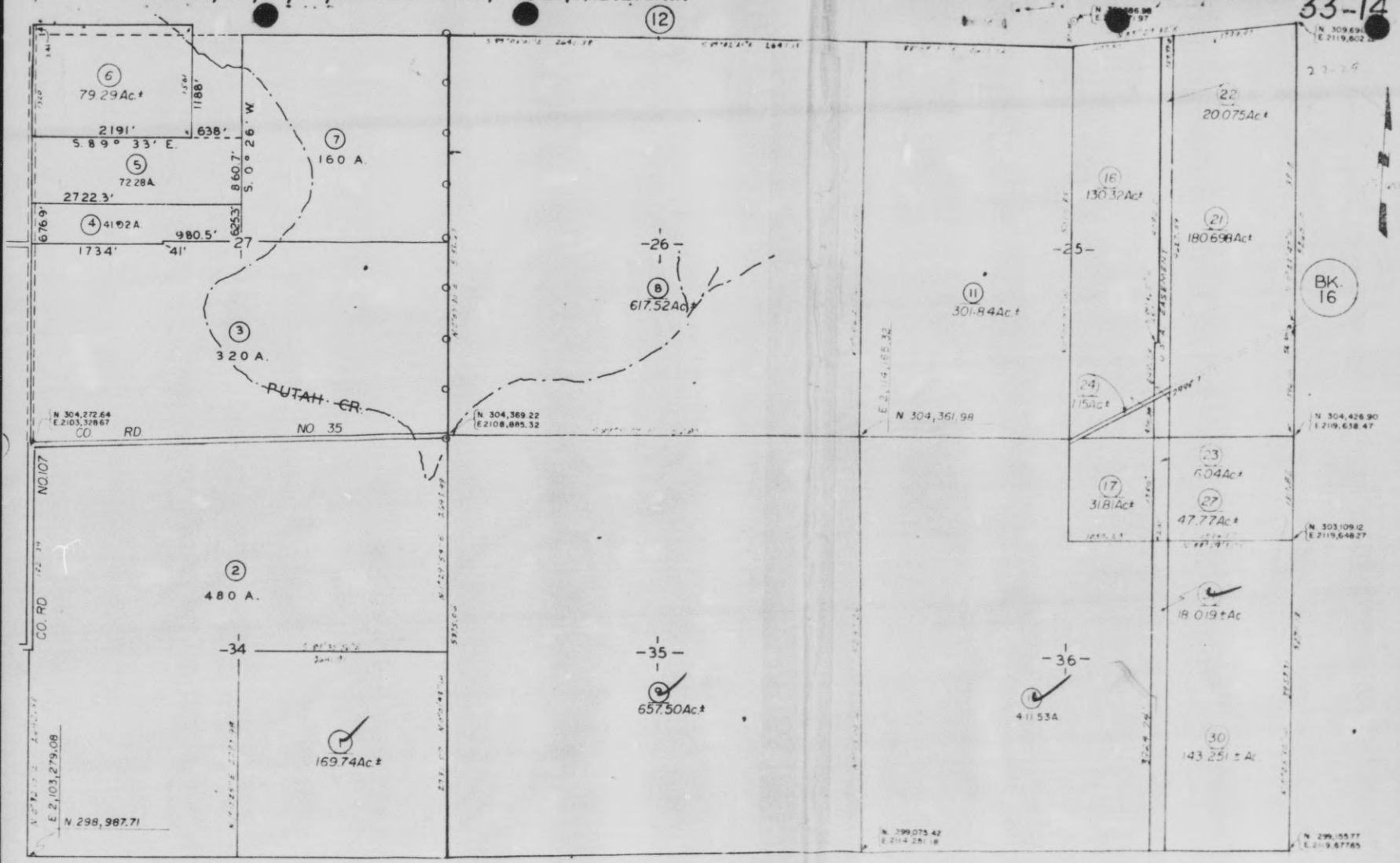
Section 1 (9-380-04), Section 2 (9-380-01 and 09), the East half of Section 3 Except ing therefrom that portion thereof conveyed in fee for railroad purposes (33-300-05 [illegible] and a portion of 11), The Northeast quarter of Section 10 (33-300-11) All of Section 11 (9-380-08), The North half of Section 12 (9-380-05), all of Section 14 (33-120-07

EXCEPTING FROM SAID CAUSEWAY RANCH all lands granted to the State of California


3,14,15,22,23,& 24, T.8N., R.3E., M.D.B.&M.
Bk.9
33-12
-14-
7
641.80Ac.±
-13-
15
471.25Ac.±
E. 2,114,253.33
N 314,839.20
14
363.32Ac.±
BK 15
1"=1200'
-23-
8
660.28Ac.±
-24-
16
448.90Ac.±
Micro Fiched

SEC. 25, 26, 27, 34, 35 & 36 T. 8N., R. 3E., M.D.B.& M.

33-14



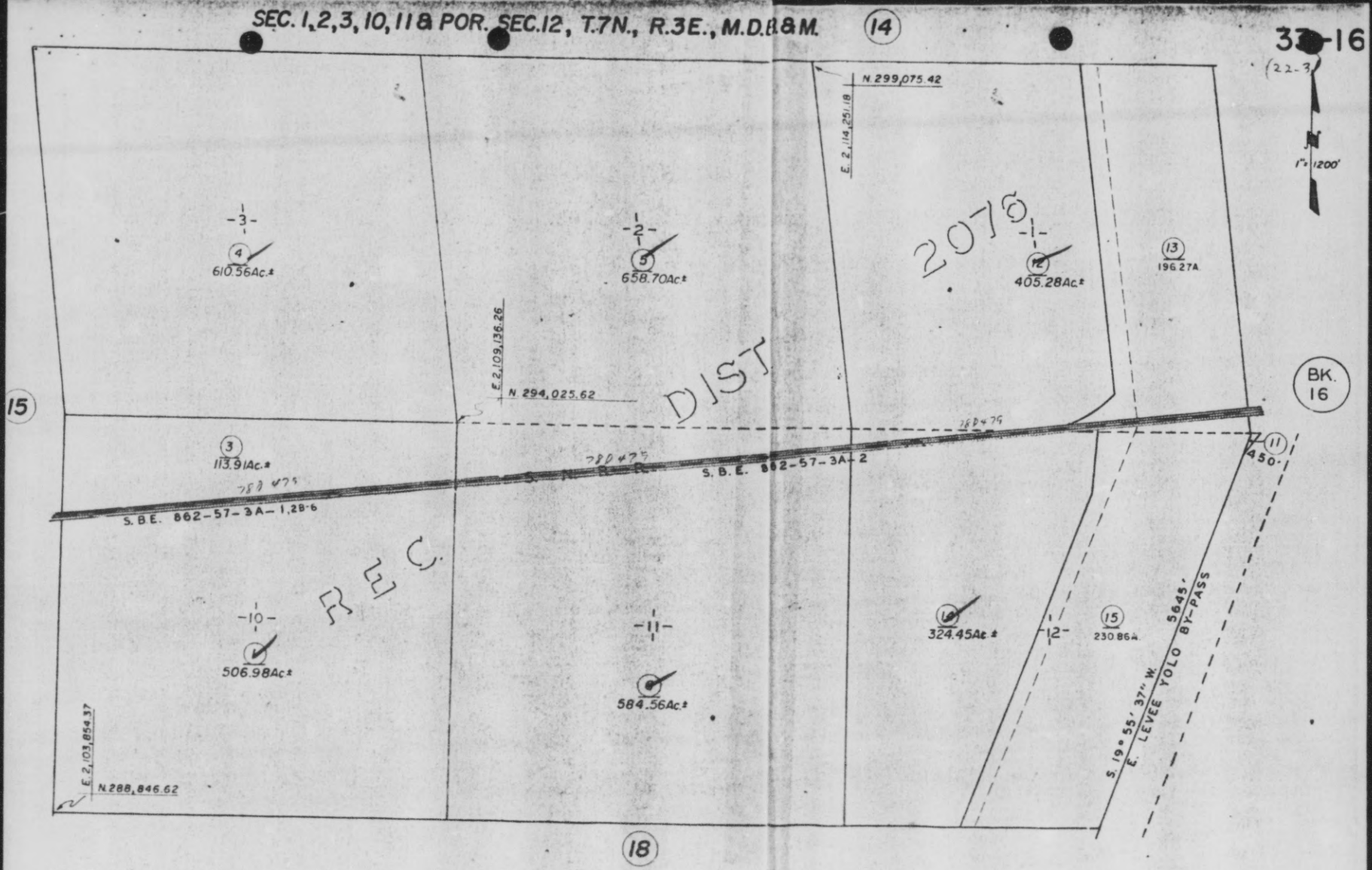
M. & S. Bk. 8, Pg. 30-38 - Glide "Tule Ranch"

ASSESSOR'S MAP
BOOK 33 PAGE 14
COUNTY OF YOLO, CALIF.

NOT Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FEB. 1951

CHG 2 FEB 1971



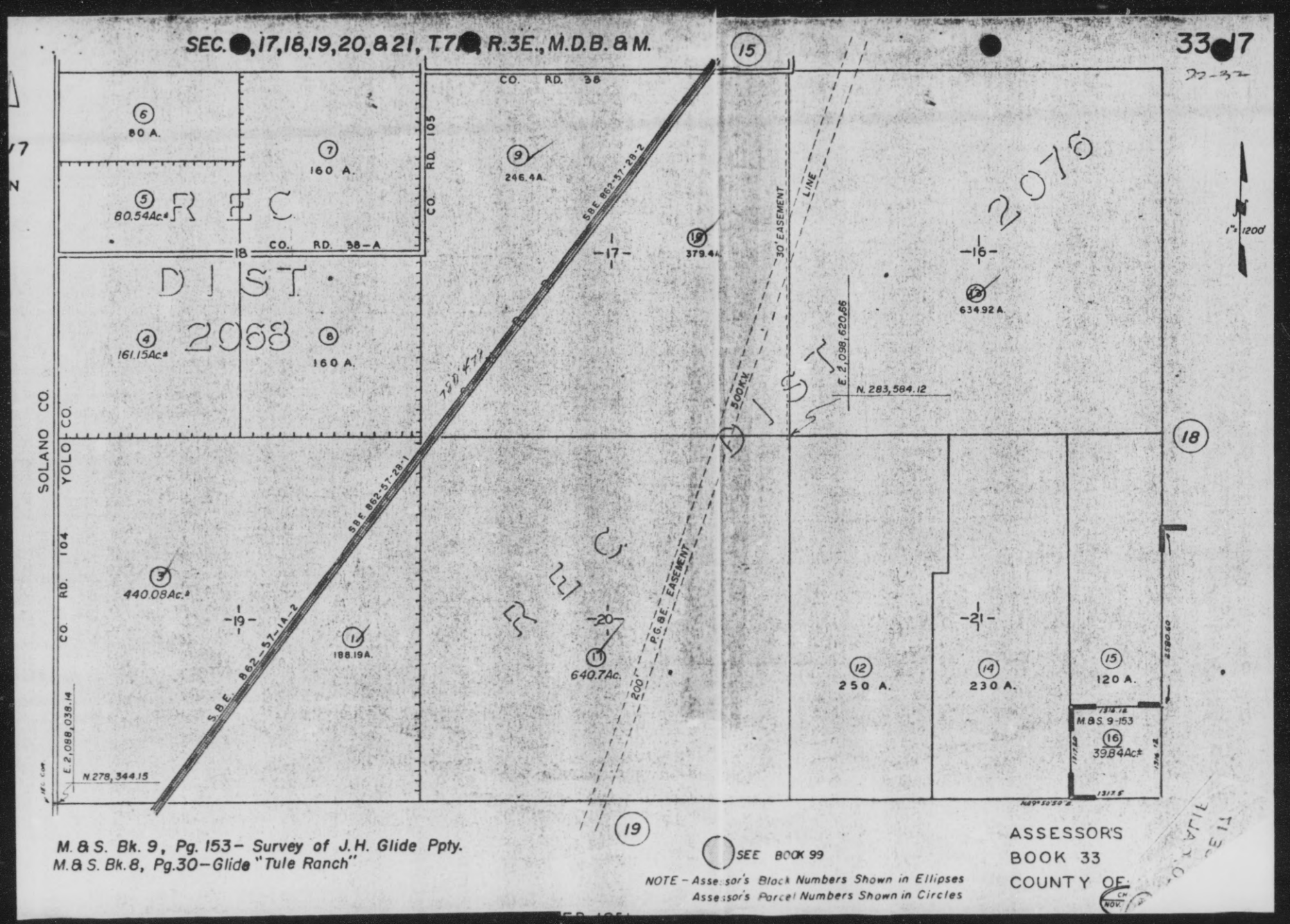
M.& S. Bk. 8, Pg. 30-38 -Glide "Tule Ranch" & Por. Cowell Lands (SEE BOOK 99)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

ASSESSOR'S MAP
BOOK 33 PAGE 16
COUNTY OF YOLO, CALIF.

CHG. NOV. 1961

FEB 1951

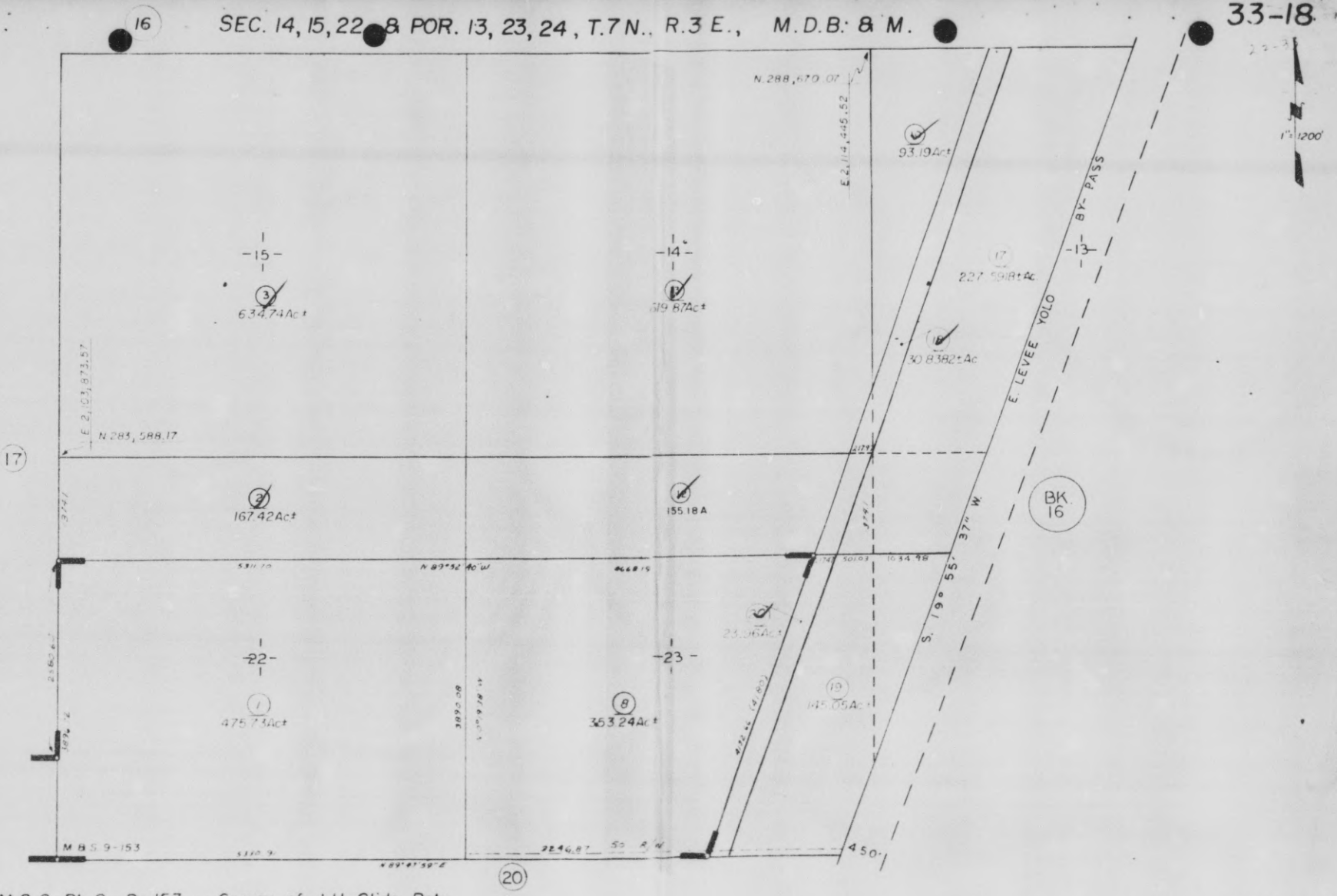


M. & S. Bk. 9, Pg. 153 – Survey of J.H. Glide Ppty.
M. & S. Bk. 8, Pg. 30 – Glide "Tule Ranch"

SEE BOOK 99

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

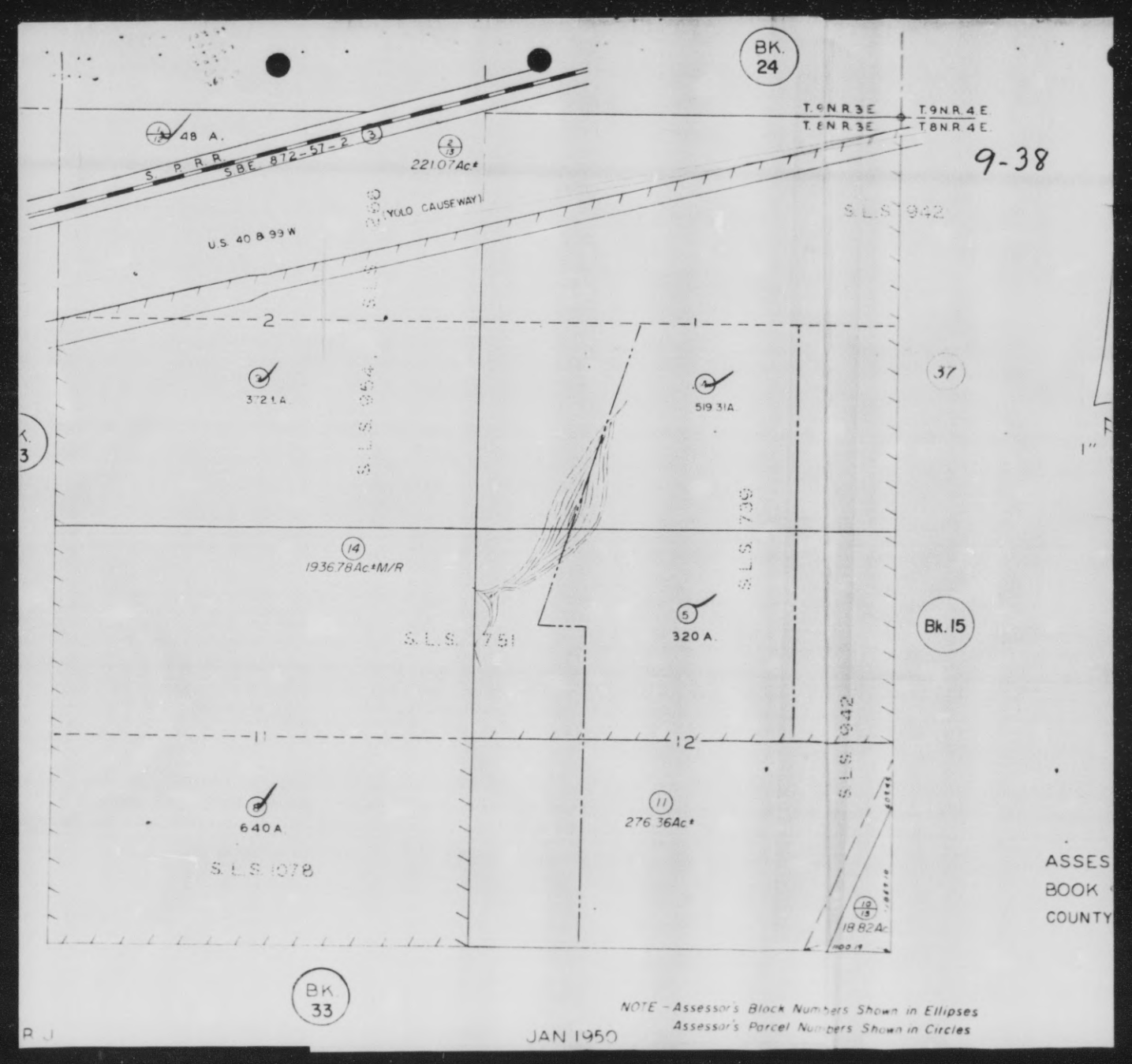
ASSESSOR'S
BOOK 33
COUNTY OF

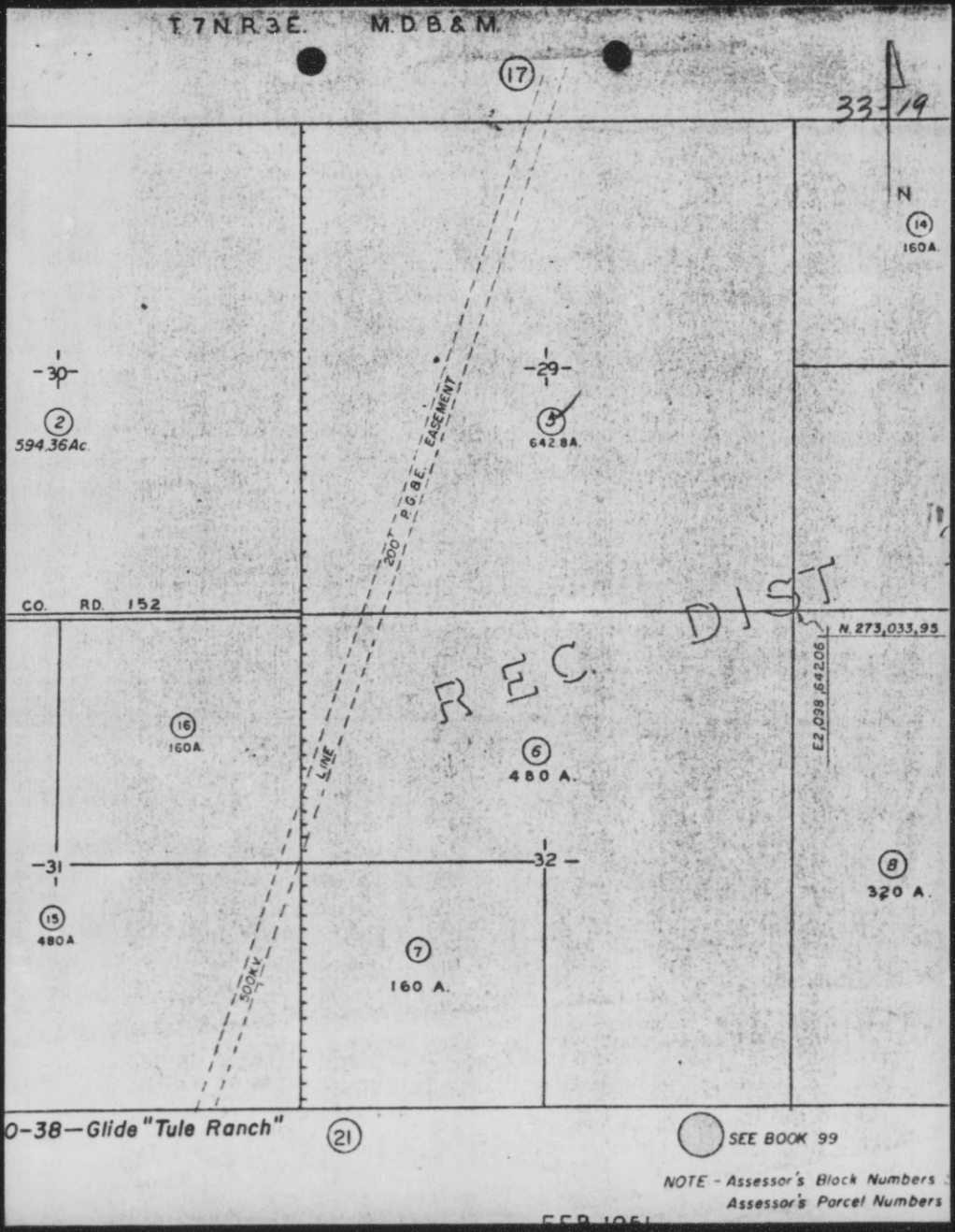


M. & S. Bk. 9, Pg. 153 — Survey of J.H. Glide Ppty.
M. & S. Bk. 8, Pg. 30-38 Glide "Tule Ranch"

NOTE — Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

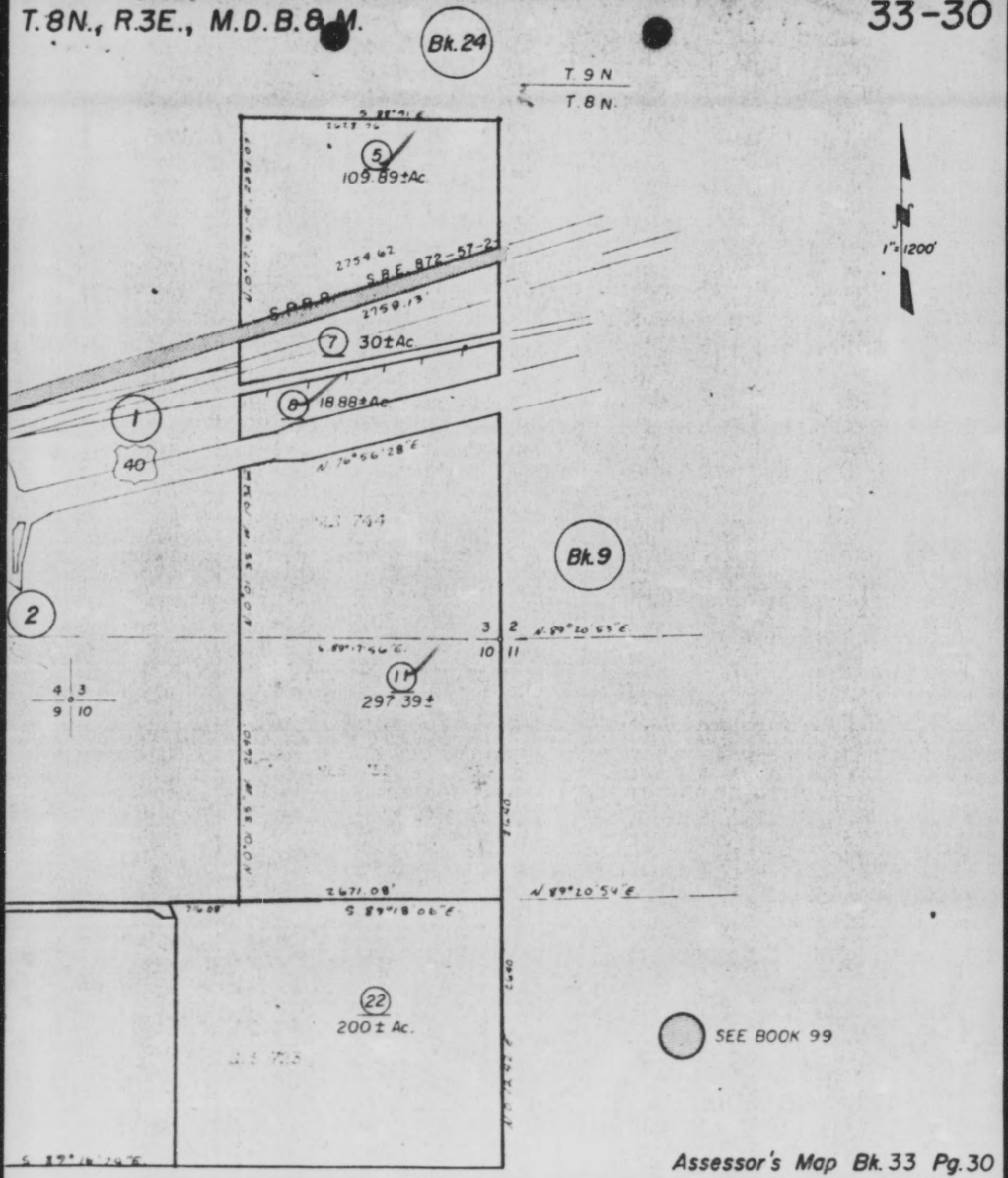
Assessor's Map Bk. 33 Pg. 18
County of Yolo, Calif.


BK. 24
T.9N.R.3E
T.8N.R.3E
T.9N.R.4E
T.8N.R.4E
9-38
S.P.R.R.
SBE 872-57-2
48 A.
22.07Ac±
(YOLO CAUSEWAY)
U.S. 40 & 99 W
S.L.S. 942
S.L.S. 954
2
1
372.1 A.
519.31A
37
S.L.S. 739
14
193.678Ac±M/R
S.L.S. 751
5
320 A.
Bk. 15
11
12
S.L.S. 942
640 A
S.L.S. 1078
11
276.36Ac±
18.82Ac
BK. 33
NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles
JAN 1950
ASSES
BOOK
COUNTY


T.7N.R.3E. M.D.B.&M.
17
33-19
N
14
160A.
-30-
2
594.36Ac.
-29-
5
642.8A.
200' P.G.&E. EASEMENT
CO. RD. 152
DIST
N.273,033.95
E2,038,642.06
16
160A.
6
480 A.
LINE
-31-
-32-
8
320 A.
15
480A.
7
160 A.
SOOKY
0-38—Glide "Tule Ranch"
21
SEE BOOK 99
NOTE - Assessor's Block Numbers
Assessor's Parcel Numbers

T.8N., R.3E., M.D.B.&M.

33-30



Assessor's Map Bk. 33 Pg. 30
County of Yolo, Calif.

JULY 1969

(11) (formerly por. 33-03)

NOTE – Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

FILED

FEB 27 1973

LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 22-332

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 18th day of December, 1972, by and between William O. Russell aka William O. Russell, Jr. Charlotte Russell Ham aka Charlotte R. Ham

25 East Broad Oaks, Houston, Texas
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 9 by the County by Resolution No. 22-186, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

William D. Russell

(aka Charlotte R. Ham)

William D. Russell Jr

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On December 22, 1972, before me, the undersigned, County Clerk of the County of Yolo, personally appeared J. DUDLEY STEPHENS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By Barbara Rodgers DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 24th of June, 19 72, before me the undersigned Notary Public, ~~County Clerk~~ of the County of Yolo, personally appeared William O. Russell, Jr. William O. Russell & Charlotte Russell Ham, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 24th day of June, 19 72.

Virginia M. Cameron

~~LAURENCE P. HENIGAN, COUNTY CLERK~~
VIRGINIA M. CAMERON, Notary Public

VIRGINIA M. CAMERON
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

(Rev. 4-71)

GUARANTEE

68 29391

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- XX PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66055 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

Micro Fiched

GUARANTEES

William O. Russell

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 19, 1972 , in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned: _____
Vice President

By R H Morton President

By _____ Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 9

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66055 Effective Date: June 19, 1972

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:

See Exhibit A attached

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

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All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: All of Parcel 1 of the F. E. Russell Estate Lands, as said Parcel is delineated and so designated on that certain map of the F. E. Russell Estate Lands on file in the office of the Recorder of Yolo County, in Book 4 of Maps and Surveys, at page 77, being more particularly described as follows:

BEGINNING at an iron monument which marks the quarter corner common to Sections 9 and 10, Township 8 North, Range 1 East, M.D.B. & M., and running thence from said point of beginning along the quarter section line South 89° 56' West 2599.20 feet to an iron monument which marks the Northwest corner of the Southeast Quarter of said Section 9: thence along the West line of said Quarter Section South 1° 15' East 1443.20 feet to an iron monument marking its intersection with the easterly boundary of Lot 3 of Waldenar's Subdivision of the Rancho de Los Putos; thence along the Easterly boundary of said Lot 3, South 30° 29' East 1464.70 feet to an iron monument which marks its intersection with the center line of the right of way of the County Highway extending from Davis to Winters; thence along the center line of said right of way North 65° 54' East 2005.76 feet to its intersection with the east line of said Section 9; thence along said Section line North 0° 11' West 1879.15 feet to the point of beginning, containing 131.751 acres, and being the fractional Southeast Quarter of said Section 9.

EXCEPTING THEREFROM those parts of said tract lying in the public roads along the East and South sides thereof.

PARCEL 2: All of Parcel 2, as said parcel is delineated and so designated on that certain map of F. E. Russell Estate Lands on file in the office of the Recorder of Yolo County, in Book 4 of Maps and Surveys, at page 77, and being more particularly described as follows:

BEGINNING at an iron monument which marks the quarter corner common to Section 10, and 11, Township 8 North, RAnge 1 East, M.D.B. & M., and running thence from said point of beginning North 89° 49' West

5,267.75 feet to an iron monument marking the quarter corner common to Sections 9 and 10, thence along the West line of said Section 10, South 0° 11' East 1879.15 feet to its intersection with the center line of the County highway extending from Davis to Winters; thence following the right of way of said highway North 65° 54' East 550.93 feet; thence South 19°00' East 713.00 feet; thence South 46° 24' East 569.64 feet; thence South 89° 52' East 2976.05 feet; thence North 83° 30' East 538.96 feet; thence North 88° 00' East 174.00 feet; thence North 84° 18' East 274.71 feet to the intersection with the projection Southerly of the line of a fence which marks the Westerly boundary of the Fairfield School lot; thence to and along said fence North 0° 19' West 290.00 feet to the Northwest corner of said school lot; thence along the line of the fence which marks the Northerly boundary of said School Lot; and its projection Easterly, North 84° 40' East 170.50 feet to a point on the East line of said Section 10; thence along said East line of Section 10, North 0° 19' West 2310.21 feet to the point of beginning, containing 309.253 acres and being a part of Fractional Sections 10 and 15, Township 8 North, RAnge 1 East, M.D.B. & M., and of Lot 1 of Waldemar's Subdivision of the Rancho Rio de Los Putos.

Micro Fiched

PARCEL 3: A portion of Parcel 6, as shown on "Survey for E. T. & J. H. Gansberger, in Rancho Rio de Los Putos", filed for record in the office of the Recorder of Yolo County, CAlifornia, on November 12, 1948, in Book 5 of Maps and Surveys, at page 72, described as follows: BEGINNING at a point in the center line of the Davis-Winters Highway which point bears South 00° 11' East, 1879.15 feet, and South 65° 54' West, 1340.72 feet from the one-quarter corner common to Sections 9 and 10, Township 8 North, Range 1 East, M.D.B. & M., as shown on the Map of the F. E. Russell Estate Lands, as filed in the office of the Recorder of Yolo County, in Maps and Surveys Book 4, page 77. Said point is also the corner common to the F. E. Russell Estate Lands, and Parcel 2 and Parcel 6 of E. T. and J. H. Gansberger Survey filed in maps and Surveys, Book 5, page 72; thence from said point of beginning South 61° 33' East 798.78 feet to a point; thence South 77° 40' East 193.01 feet to a point; thence South 24° 06' East, 357.92 feet to a point; thence South 55° 50' East 2015.66 feet to a point in the center line of a 60 foot county road; the point common to Parcel 5 and Parcel 6 of the E. T. & J. H. Gansberger Survey and the F. E. Russell Estate Lands; thence along the center line of said 60 foot county road South 18° 21' East 801.03 feet to a point; thence North 87° 17' West, 2988.84 feet to a point which bears 60 feet Easterly at right angles from the Westerly line of Parcel 6 of E. T. and J. H. Gansberger Survey; thence parallel to and 60 feet from said Westerly line South 13° 04' East 855.17 feet to the center line of Putah Creek; thence along the center line of Putah Creek North 87° 49' West 62.50 feet to the intersection with the Southerly projection of the Westerly line of Parcel 6; thence along said Westerly line of Parcel 6, North 13° 04' West 3139.44 feet to a point in the Davis-Winters Highway; thence along said Highway center line North 65° 54' East 665.04 feet to the point of beginning, containing 125.20 acres of land, more or less.

EXCEPTING THEREFROM an undivided 1/2 interest in all oil, gas and minerals, as reserved to Alta E. Philliber by deed dated March 21, 1946, recorded in Book 233 of Official Records, at page 110, and as conveyed to Alta E. Philliber by deed dated October 2, 1948, and recorded October 4, 1948, in Book 287of Official Records, at page 225.

PARCEL 4: BEGINNING at the southerly corner of Parcel Five of the Survey for E. T. and J. F. Gansberger as shown on that Record of Survey filed in the office of the Yolo County Recorder in Maps and Surveys, Book 5, page 72, which point of beginning is also in the center line of a county road right of way; thence along the line between Parcel Five and Parcel Six of the above mentioned survey, North 55° 50' West 1500.24 feet; thence leaving said line and across Parcel Five North 35° 29' 30" East 344.14 feet; thence North 48° 39' East 453.97 feet to the easterly line of Parcel Five; thence along said easterly line South 10° 47' East 208.10 feet; thence South 64° 48' 30" East 337.55 feet and South 18° 21' East, 1132.14 feet to the point of beginning, containing 16.07 acres of land, more or less. EXCEPTING THEREFROM AN UNDIVIDED 1/2 interest in all oil, gas and minerals reserved to Alta E. Philliber by deed dated March 21, 1946, recorded in Book 233 of Official Records, at page 110, and as conveyed to Alta E. Philliber by deed dated October 2, 1948, and recorded October 4, 1948, in Book 287 of Official Records, at page 225, Recorder's File No. 4657.

NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 Assessment Roll as Assessor's Parcel Nos.:

Parcel 1: 38-130-07
Parcel 2: 37-110-01
The Westerly portion of Parcel 3: 38-150-07
The remainder of Parcel 3 Parcel 4: 38-150-06

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NOTE: This guarantee is limited to the above described property.

#66055 Exhibit "A"

As to Parcel 1: WILLIAM O. RUSSELL and CHARLOTTE R. HAM

As to Parcel 2:- WILLIAM O. RUSSELL, JR., by deed dated December 5, 1946, which recites: "a single man," and CHARLOTTE RUSSELL HAM, each an undivided 1/2 interest.

As to Parcel 3: WILLIAM O. RUSSELL, an undivided 1/2 interest; and CHARLOTTE RUSSELL HAM, an undivided 1/2 interest.

As to Parcel 4 : WILLIAM O. RUSSELL, an undivided 1/2 interest, and CHARLOTTE R. HAM, an undivided 1/2 interest.

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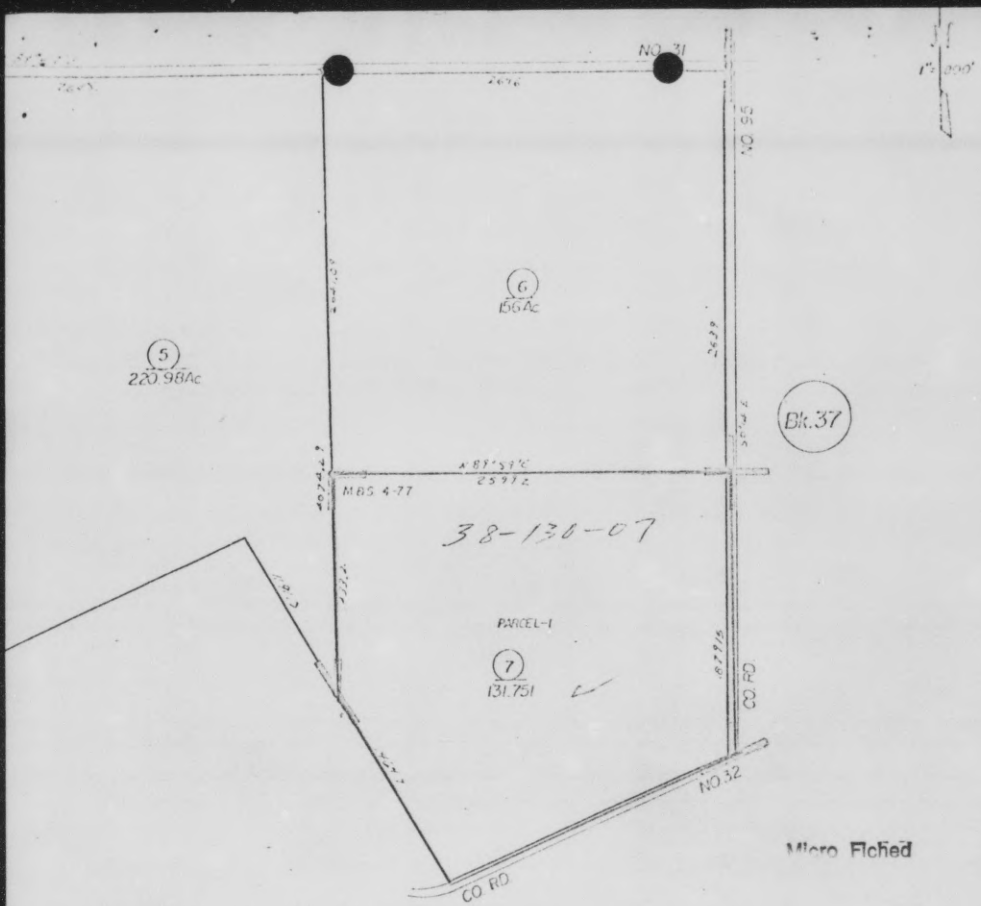
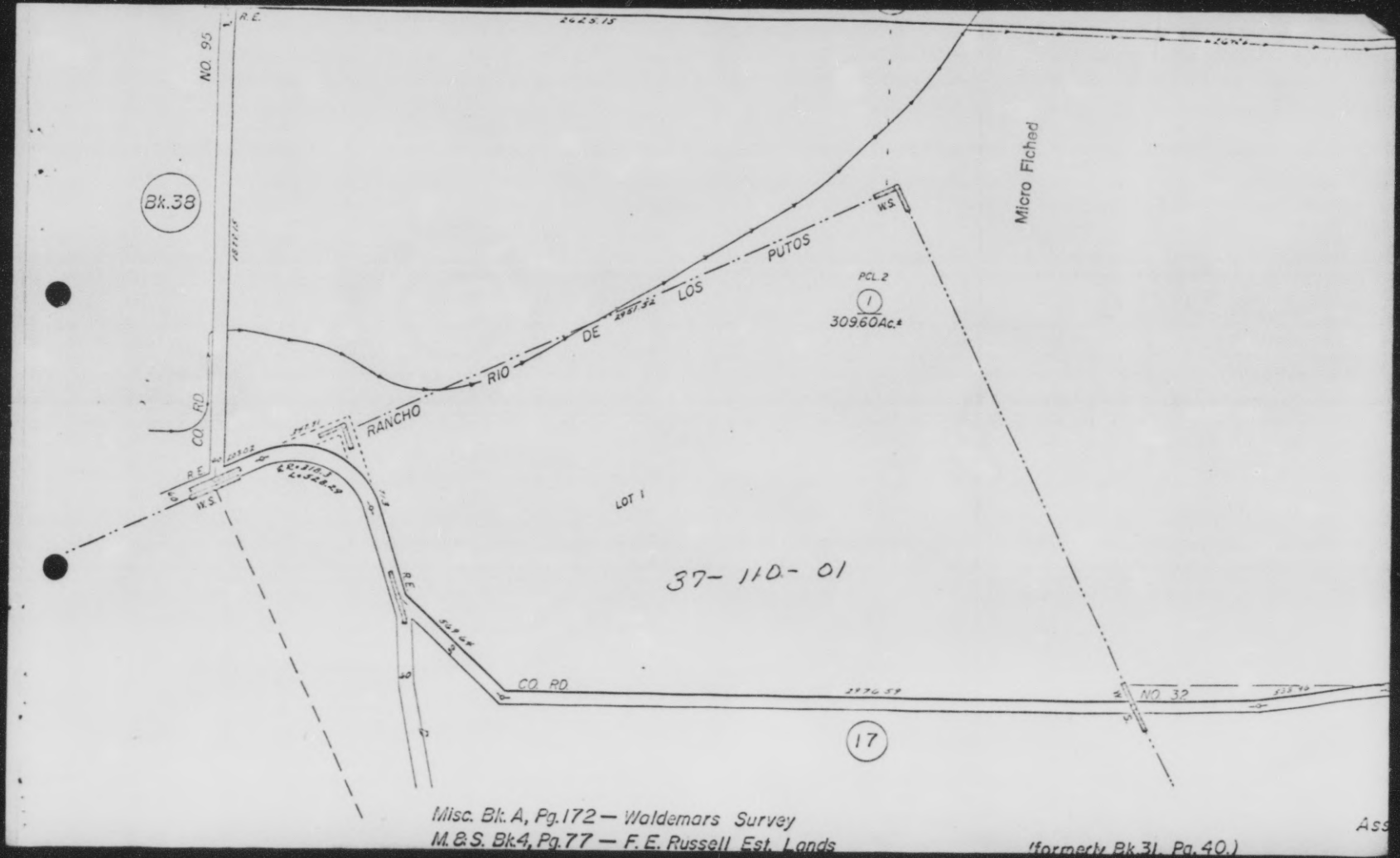


Assessor's Map Bk. 38, Pg. 13.
County of Yolo, Calif.

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

CO. RD.
PARCEL-2
PARCEL-3
13.93Ac.
2
11 AC.
3
6 AC.
4
2 AC.
5
8.21Ac.
1
PARCEL-5
CO. RD.
Micro Fiched
Bk. 37
7
70Ac.
14
38-150-07
PARCEL-6
6
71Ac.
38-150-06
16
M.B.S. Bk. 5, Pg. 72–E.T. & J.H. Gansberger
(formerly 31-09)
NOTE – Assessor's Block Numbers Shown in Ellipses



Misc. Bk. A, Pg. 172 — Woldemars Survey
M. & S. Bk. 4, Pg. 77 — F. E. Russell Est. Lands

(formerly Bk. 31, Pg. 40.)

Ass

FILED
DEC 26 1972
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 72- 338

(Agreement Extending Agreement for Youth Involvement in Youth Problems Program)

THIS AGREEMENT made and entered into this 26th day of December, 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the DAVIS HUMAN RELATIONS COUNCIL, INC., a non-profit corporation, hereinafter called CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto have entered into Yolo County Agreement No. 70-576 dated December 14th, 1970 retaining CONTRACTOR to carry out the Youth Involvement in Youth Problems Program described therein.
2. Said agreement provides for extension for two renewal terms of one year each.
3. By Yolo County Agreement No. 71-522, said agreement was extended for a first renewal term and modified to conform to the program described in the second year request for grant funds.
4. The parties desire further to extend said agreement for a second renewal term of one year and further to modify the program to conform to that described in the third year request for grant funds approved by Resolution No. 72-118 of the Board of Supervisors of COUNTY adopted on August 14th, 1972.

AGREEMENTS:

1. The term of said Agreement No. 70-576 as modified herein is hereby extended for the period commencing on August 1st, 1972 and terminating on July 31st, 1973.

2. CONTRACTOR'S program shall be modified to conform to that described in the third year request for grant funds approved by Resolution No. 72-118 of the Board of Supervisors of COUNTY.

3. The program shall be funded by funds from various sources as follows:

California Council on Criminal Justice	$ 5,718.00
County	5,000.00
City of Davis	14,444.00
Contractor	7,480.00

Micro Fiched

4. COUNTY shall reimburse CONTRACTOR in the manner set forth in said Agreement No. 70-576 to the extent of $10,718.00 consisting of the amount of the California Council on Criminal Justice grant of $5,718.00 and County matching funds of $5,000.00.

5. In all other respects, the provisions of said Agreement No. 70-576 are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

DAVIS HUMAN RELATIONS COUNCIL, INC., a non-profit corporation

BY _____
President

ORIGINAL SIGNED BY
BY ALICE NISHI
Secretary

(SEAL)

FILED

JAN 10 1973

LAURENCE P. HENIGAN, Clerk

By [illegible] Deputy

AGREEMENT NO. 72- 339

THIS AGREEMENT made and entered into this 26th day of December 1972, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and RETAILERS CREDIT ASSOCIATION OF SACRAMENTO, a corporation, doing business as Retailers Credit Association - Woodland, Woodland, California, hereinafter referred to as RCA,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The Yolo County Probation Office, Yolo General Hospital and Yolo County Public Health Department, departments of the County of Yolo, require the services of a collection agency to collect accounts outstanding; and
2. RCA is an established collection agency operating within the County of Yolo and is willing to aid COUNTY in the collection of outstanding Probation Office, Yolo General Hospital and Yolo County Public Health Department accounts.

AGREEMENTS:

1. In consideration of the covenants of COUNTY herein RCA agrees as follows:
   a. To accept any assignment of County accounts given to it for collection and to expend its best efforts to recover thereon.
   b. To accept as assignments a copy of the billings as used by the County.
   c. To remit to the Yolo County Probation Office, Yolo General Hospital and Yolo County Public Health Department, respectively, the following percent of the principal amount of moneys recovered on accounts assigned.
      1) 50 percent as to all accounts forwarded by RCA to

another collection agency.

2) 50 percent as to all accounts under $100.00

3) 50 percent as to all accounts in which legal proceedings result in the commencement of a trial.

4) 100 percent of all moneys collected from any officer or employee of COUNTY that were held by such officer or employee within the scope of his office or employment.

5) As to all other accounts the percentage shall be as follows:

Micro Fiched

a) 66-2/3 percent on accounts assigned within 90 days after becoming past due; and

b) 60 percent on all other accounts.

d. To remit to COUNTY 50 percent of interest collected on assigned accounts.

e. To render statements to the Yolo County Probation Office, Yolo County General Hospital and Yolo County Public Health Department by the 5th day of each month for the preceding month showing name of debtor and the amount recovered together with the total recovery.

f. To review all assigned accounts at six (6) month intervals and to return the accounts to the Yolo County Probation Office, Yolo County General Hospital and Yolo County Public Health Department only when it has determined from an investigation that the account is uncollectible.

g. To furnish in accordance with the probisions of Government Code § 26221 and as a prerequisite to any assignments under this agreement and to maintain during the term of this agreement a bond in the sum of not less than Ten Thousand Dollars ($10,000) payable to COUNTY and executed by a corporate surety licensed to do business in this State for the faithful performance of the terms and conditions of

this agreement.

h. To permit the Auditor of COUNTY to make periodic audits of the accounts and books of RCA.

i. To compromise assigned accounts upon agreement of the Probation Officer, Hospital Administrator or County Health Officer.

2. In consideration of the covenants of RCA, COUNTY agrees as follows:

Micro Fiched

a. To assign to RCA all Probation Department, Yolo General Hospital and County Public Health Department accounts that the Probation Officer, Hospital Administrator and County Health Officers, respectively, in their discretion deem necessary.

b. To make no assignments of any Yolo County Probation Office, Yolo General Hospital and County Public Health Department accounts to any other collection agency.

c. To authorize the Probation Officer, Hospital Administrator and County Health Officer to agree to compromise of assigned accounts by RCA.

d. Not to make any redeterminations of debtor's eligibility for assistance or ability to pay that affects any account assigned hereunder without prior consultation with RCA.

3. THE PARTIES HERETO FURTHER AGREE AS FOLLOWS:

a. This agreement may be revoked by either party upon thirty (30) days' written notice to the other and any accounts assigned to RCA for collection shall remain with RCA under the terms hereinabove set forth.

b. This agreement supersedes Yolo County Agreements No. 70-360 and 70-452 and any other agreements between the parties for the collection of accounts of the Yolo County Probation Office, Yolo General Hospital and Yolo County Public Health Department.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

RETAILERS CREDIT ASSOCIATION OF SACRAMENTO, a corporation, doing business as RETAILERS CREDIT ASSOCIATION - WOODLAND

BY _____
JOHN J. HAPGOOD
Secretary-Manager

KAISER FOUNDATION HEALTH PLAN, INC.

A Nonprofit Corporation
Northern California Region

YOLO COUNTY
AGREEMENT NO. 73-1

GROUP MEDICAL AND HOSPITAL SERVICE AGREEMENT AMENDMENT

Group No. 1030

The Group Medical and Hospital Service Agreement between Kaiser Foundation Health Plan, Inc. and the Group named below is amended as follows:

The following subsection is added to Section 4 of the Service Agreement:
"C. Economic Stabilization Rules. No amount otherwise payable under this agreement shall be payable to the extent that it is not payable by virtue of the Economic Stabilization Act of 1970, or any extension or amendment thereof, or any other law of similar or related purpose or import, or any rule, regulation, order or decision issued thereunder. Any such amount actually paid to Health Plan shall be refunded."

FILED
JAN - 2 1973
LAURENCE P. HENIGAN, Clerk
By Lola E. Lucas

Micro Fiched

Coverage and Periodic Payments: This table shows the coverages and periodic payments under this Agreement.
If the Subscriber has: –No Family Dependents, the periodic payment is the amount in Column A;
–One Family Dependent, the periodic payment is the sum of the amounts in Columns A and B;
–Two or more Family Dependents, the periodic payment is the sum of the amounts in Columns A,B and C

			A Subscriber	B First Dependent	C All Other Dependents
Member Under Age 65	Coverage		B	B	B
	Periodic Payment		$ 17.42	$ 17.42	$ 15.16
Member Age 65 or Older and Entitled to Benefits Under:	Both Parts of Medicare	Coverage	Medicare M– B	Medicare M– B	
		Periodic Payment	$ 8.46	$ 8.46	
		Less a credit of	$ -0-	$ -0-	
	One Part or No Part of Medicare	Coverage	B	B	
		Periodic Payment	$ 17.42	$ 17.42	

Executed at Oakland, California to take effect
as of February 1, 1973

Date November 24, 1972

KAISER FOUNDATION HEALTH PLAN, INC.,
A California nonprofit corporation

By: Frank C. Jones
Authorized Representative, Northern California

Accepted January 2, 1973
County of Yolo
Court House
Woodland, California 95695

By: Chairman, Board of Supervisors
County of Yolo, State of California.

By:

08065 (REV. 1-72)

AGREEMENT NO. 73-2

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of January, 19 73, by and between

JOHN DeRO, JR.
P.O. Box 610
Woodland, California 95695
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. New Preserve No. 101 by the County by Resolution No. 73-1, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

John DeBoit

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

_____
LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this May 16, 19 72, before me the undersigned ~~Notary Public~~ ~~County Clerk~~ of the County of Yolo, personally appeared JOHN DeBo, Jr. _____, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 16th day of May, 19 72.

Wanda L. Skellchock
NOTARY PUBLIC

WANDA L. SKELLCHOCK
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES SEPTEMBER 8, 1975

(Rev. 4-71)

GUARANTEE

68 28388

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65775 Liability $ 135.00 Fee $ 35.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

RODEGERDTS, MEANS, NORTHUP and ESTEY
Attorneys at Law

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

Micro Fiched

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of May 1, 1972 at 5:00 p.m. , in the County of Yolo, State of California

Countersigned:

Vice President

WESTERN TITLE INSURANCE COMPANY

By R H Marten President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

New Preserve No. 101

W[illegible]ERN TITLE INSURANCE COMI[illegible]Y

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65775 . Effective Date: May 1, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

John DeBo, Jr.

Title Vests: John DeBo, Jr.

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

PARCEL ONE:

Micro Fiched

Beginning at the northeast corner of section 25, in Township 10 NOrth, Range 1 East, M.D.B.&M., and running thence North 0° 50' West along the Township line 25.09 chains; thence South 89° 50' West 61.38 chains to the west line of the tract conveyed by Jefferson Wilcoxson and James Faris to E. R. Rowe, by deed dated May 12, 1875 and recorded in Book "S" page 124 of Deeds, in the office of the recorder of said Yolo County; thence South 10 1/2° West along said line 25.50 chains to the southwest corner of the tract deeded by said Wilcoxson and Faris; thence North 89° 50' East 66.20 chains to the place of beginning.

EXCEPTING THEREFROM the following:

Beginning at the northeast corner of Section 25, Township 10 North, Range 1 East, M.D.B.&M., and running thence North 0° 50' West along the Township line 1655.94 feet; thence South 89° 50' West 2640.00 feet; thence South 0° 50' East along a line parallel to the Township line, 1655.94 feet to the North line of Section 25, Township 10 North, Range 1 East, M.D.B.&M.; thence along said north line, NOrth 89° 50' East 2640.00 feet to the point of beginning.

PARCEL TWO:

Lot 5 of Clanton's Subdivision of Willow Oak Park, according to the map or plat thereof, filed for record October 23, 1883, in Book 35 page 396 of Deeds, in the office of the County REcorder of Yolo County.

PARCEL THREE:

The EAst half of the northwest quarter of section 25, Township 10 North, Range 1 East, M.D.B.&M.

EXCEPTING FROM Parcel 3 that portion thereof described as follows:

continued

#65775 continued

A 30.50 foot wide strip of land being a portion of the East half of the Northwest Quarter of Section 25, T. 10 N., R. 1 E., M.D.B.&M., YOlo County, California, more fully described as follows:

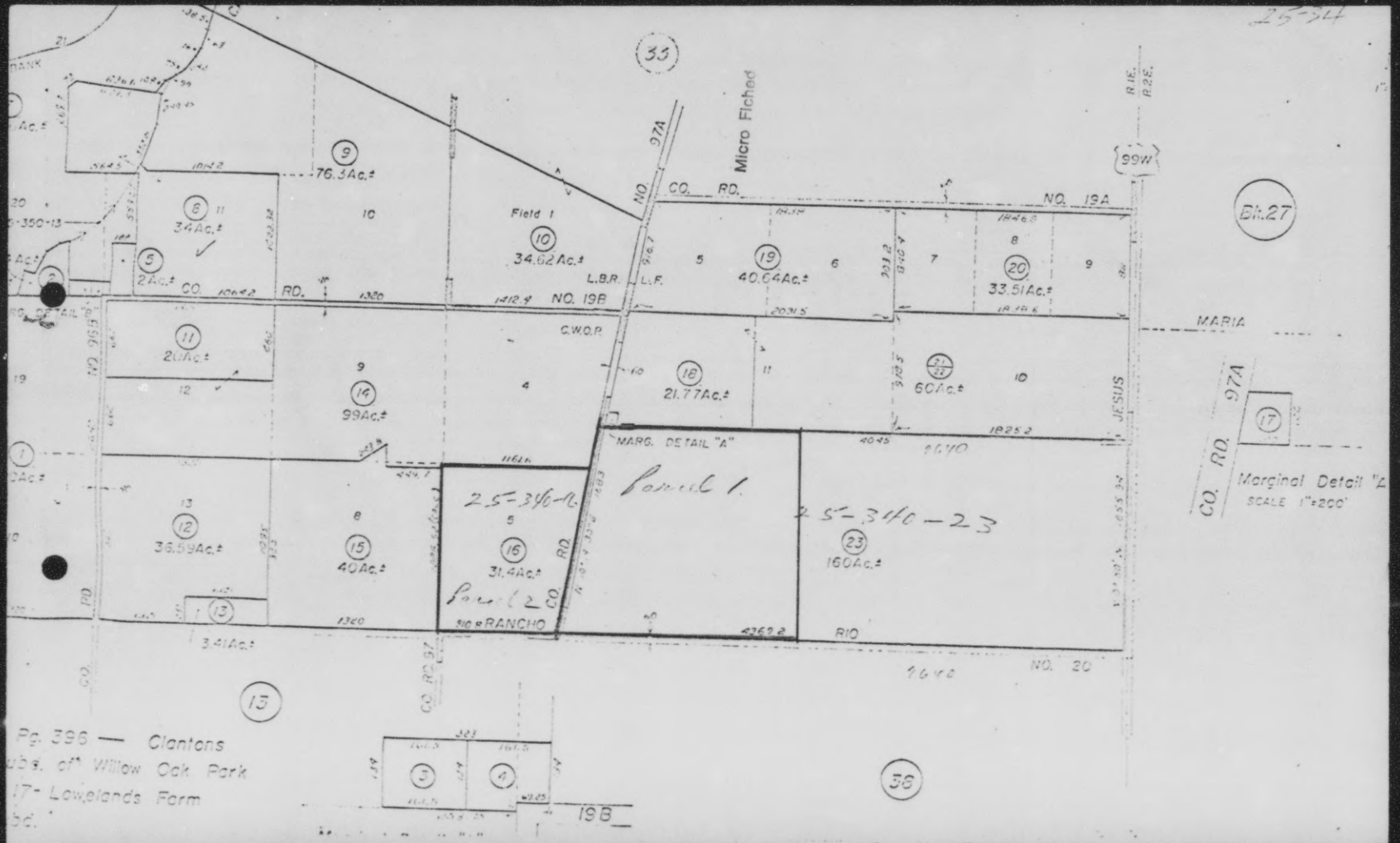
COMMENCING at the Northwest corner of said Section 25, as said corner appears of record on the Record of Survey filed in Book 9 of Maps and Surveys at page 69 in the Office of the Recorder of the County of Yolo; thence South 89° 22' 10" East 1,320.08 feet along the North line of said Section 25 to the Northwest corner of the East half of said Northwest Quarter, THE TRUE POINT OF BEGINNING: THENCE continuing along said North line South 89° 22' 10" East 1,320.08 feet to the Northeast corner of the East half of said Northwest Quarter; thence South 00° 09' 55" West 30.50 feet along the East line of East half of said Northwest Quarter; thence North 89° 22' 10" West 1,320.11 feet along a line parallel with and 30.50 feet South of said North line of Section 25 to the West line of the East half of said Northwest Quarter; thence North 00° 12' 22" East 30.50 feet along said West line to the true point of beginning.

EXCEPTING FROM ALL OF THE ABOVE DESCRIBED PROPERTY 50% of any and all royalties that might be received from minerals within said property, but reserving to grantee, his successors or assigns, the sole right of entry to explore, drill, extract and remove same, as reserved in deed executed by William W. Brownell, to Mutual Development Co., a partnership, dated March 12, 1962, recorded April 30, 1962, in Book 673 of Official REcords, at page 377.

Micro Fiched

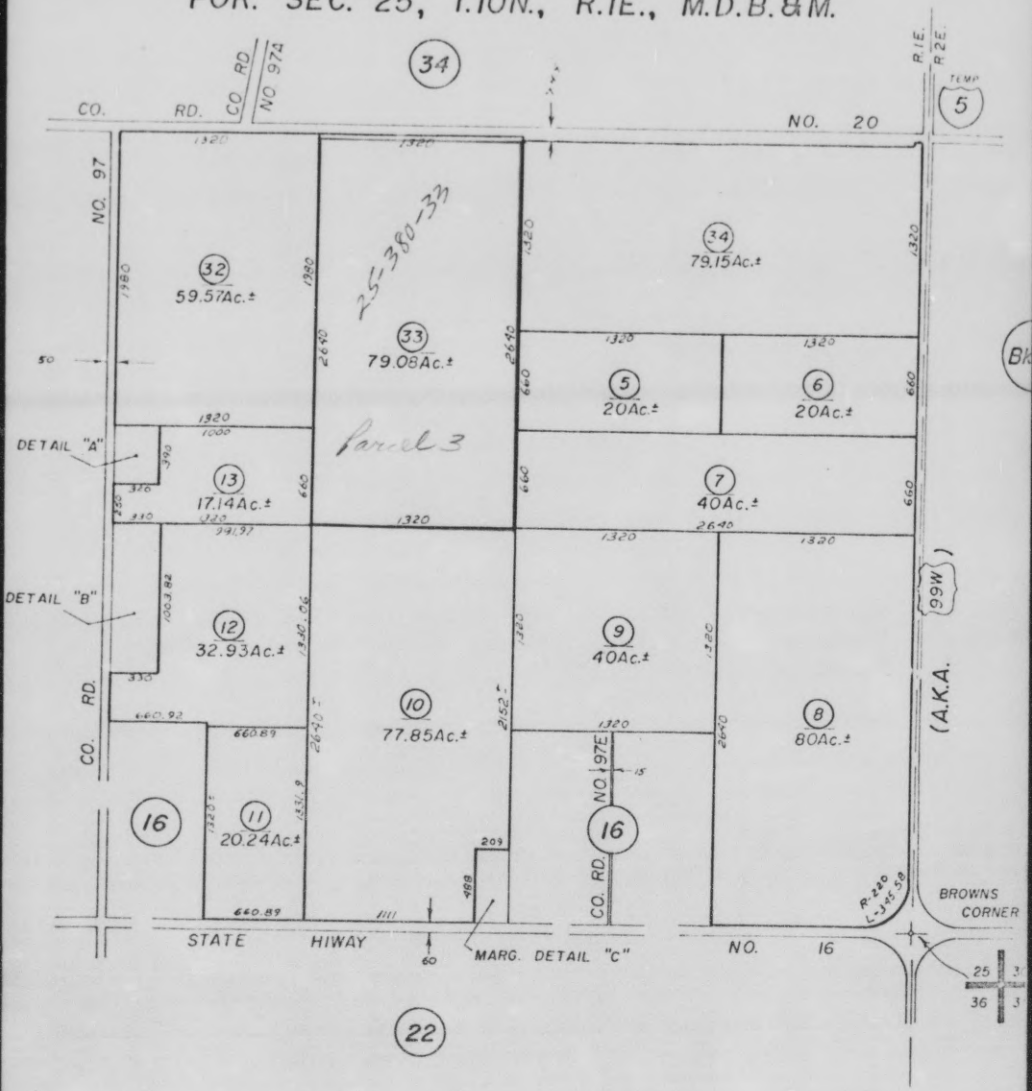
NOTE: The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel Nos.:
As to Parcel 1: A portion of 25-340-23
As to Parcel 2: 25-340-16
As to Parcel 3: 25-380-33

NOTE: This Guarantee is limited to the above described property.


25-34
33
Micro Fiched
R.1E.
R.2E.
99W
NO. 97A
CO. RD.
NO. 19A
Blk. 27
76.3Ac.±
34Ac.±
2Ac.±
Field 1
34.62Ac.±
L.B.R.
L.F.
40.64Ac.±
33.51Ac.±
NO. 19B
C.W.O.R.
MARIA
20Ac.±
99Ac.±
21.77Ac.±
60Ac.±
JESUS
MARG. DETAIL "A"
Parcel 1
25-34O-1
25-34O-23
36.59Ac.±
40Ac.±
31.4Ac.±
160Ac.±
Parcel 2
CO. RD. 97A
Marginal Detail "A"
SCALE 1"=200'
3.41Ac.±
RANCHO
RIO
NO. 20
13
38
Pg. 396 — Clantons
Subd. of Willow Oak Park
UT- Lowlands Farm
Sec.
19B

25-38

POR. SEC. 25, T.ION., R.IE., M.D.B.&M.



(formerly por. 25-14 & all 25-15)

Micro Fiched

NOTE – Assessor's Block Numbers Shown in Ellip
Assessor's Parcel Numbers Shown in Circ

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65768 Effective Date: April 24, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The following described property vests in: Delight C. Moore

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

That portion of the South-half of Section 17, Township 8 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING at a point in the East line of the Southeast quarter of said Section 17, distant North thereon 1190 feet, from the Southeast corner of said Southeast quarter; thence West along a line, parallel to and distant North 1190 feet from the South line of said Section 17, to a point in a line parallel to and distant West 1052 feet from the West line of the Southeast quarter of said Section 17; thence North along said last mentioned parallel line to a point in the North line of said South half of said Section 17, distant West thereon 1052 feet from the Northwest corner of said Southeast Quarter; thence East along said North line of said South half to the Northeast corner of said Southeast quarter; thence South along East line of said Southeast quarter to the point of beginning.

EXCEPTING THEREFROM the tract of land conveyed by Delight C. Moore, also known as Delight Estep, to Marian J. Coble and Fred A. Coble, husband and wife, as Joint Tenants, by deed dated July 18, 1942, and recorded in Book 165 of Official Records, at page 493, described as follows:

BEGINNING at a point on the North line of the Marian J. Coble property, said point being North 1190 feet and West 60 feet from the Southwest corner of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, M.D.B.&M., thence from said point of beginning, North 147 feet; thence South 72° 56' East 501 feet; thence West 479 feet to the point of beginning.

ALSO EXCEPTING THEREFROM an interest in the oil, gas, casinghead gas and other hydrocarbon substances in and which may hereafter be produced from the lands above described, which interest is that conveyed by deed from Delight Estep to Pacific Gas and Electric Company, a corporation, dated July 17, 1958, recorded September 11, 1958, in Book 550 of Official Records, at page 598. (Affects approximately the west 2252 feet of the herein described property.)

ALSO EXCEPTING THEREFROM the following described parcel:

AGREEMENT NO. 22-3

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of January, 1922, by and between Dwight C. Estep 2007 Venice St. San Diego, Calif 92107.

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H: Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 42 by the County by Resolution No. 22-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Dolight C. Estep, aka
Dolight C Mast

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On this 28th day of April, 19 72, before me the undersigned ~~County Clerk of the County of Yolo~~, personally appeared Delight C. Estep aka Delight C. Moore, known to me to be the person(s) whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this 28th day of April, 19 72.

VIRGINIA M. CAMERON
Notary Public ▲ California
COUNTY OF YOLO
MY COMMISSION EXPIRES NOVEMBER 27, 1973

Virginia M. Cameron

~~LAURENCE P. HENIGAN~~, ~~COUNTY CLERK~~

(Rev. 4-71)

GUARANTEE

68 27267

- ☐ CHAIN OF TITLE GUARANTEE
- ☐ JUDGMENT AND TAX LIEN GUARANTEE
- ☐ LOT BOOK GUARANTEE
- ☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE
- ☐
- ☐ PLANT INFORMATION GUARANTEE
- ☒ PROPERTY SEARCH GUARANTEE
- ☐ MECHANIC'S LIEN GUARANTEE
- ☐ RECORD OWNER GUARANTEE
- ☐ REQUEST FOR NOTICE GUARANTEE

Order No. 65768 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

DELIGHT C. ESTEP

Micro Fiched

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of April 24, 1972 at 5:00 p.m. , in the County of Yolo, State of California

WESTERN TITLE INSURANCE COMPANY

Countersigned: Clint Gray
Vice President

By R. H. Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Preserve No. 42 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 65768 Effective Date: April 24, 1972 at 5:00 p.m.

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The following described property vests in: Delight C. Moore

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Micro Fiched

That portion of the South-half of Section 17, Township 8 North, Range 1 West, M.D.B.&M., described as follows:

BEGINNING at a point in the East line of the Southeast quarter of said Section 17, distant North thereon 1190 feet, from the Southeast corner of said Southeast quarter; thence West along a line, parallel to and distant North 1190 feet from the South line of said Section 17, to a point in a line parallel to and distant West 1052 feet from the West line of the Southeast quarter of said Section 17; thence North along said last mentioned parallel line to a point in the North line of said South half of said Section 17, distant West thereon 1052 feet from the Northwest corner of said Southeast Quarter; thence East along said North line of said South half to the Northeast corner of said Southeast quarter; thence South along East line of said Southeast quarter to the point of beginning.

EXCEPTING THEREFROM the tract of land conveyed by Delight C. Moore, also known as Delight Estep, to Marian J. Coble and Fred A. Coble, husband and wife, as Joint Tenants, by deed dated July 18, 1942, and recorded in Book 165 of Official Records, at page 493, described as follows:

BEGINNING at a point on the North line of the Marian J. Coble property, said point being North 1190 feet and West 60 feet from the Southwest corner of the Southeast Quarter of Section 17, Township 8 North, Range 1 West, M.D.B.&M., thence from said point of beginning, North 147 feet; thence South 72° 56' East 501 feet; thence West 479 feet to the point of beginning.

ALSO EXCEPTING THEREFROM an interest in the oil, gas, casinghead gas and other hydrocarbon substances in and which may hereafter be produced from the lands above described, which interest is that conveyed by deed from Delight Estep to Pacific Gas and Electric Company, a corporation, dated July 17, 1958, recorded September 11, 1958, in Book 550 of Official Records, at page 598. (Affects approximately the west 2252 feet of the herein described property.)

ALSO EXCEPTING THEREFROM the following described parcel:

continued

#65768 description continued

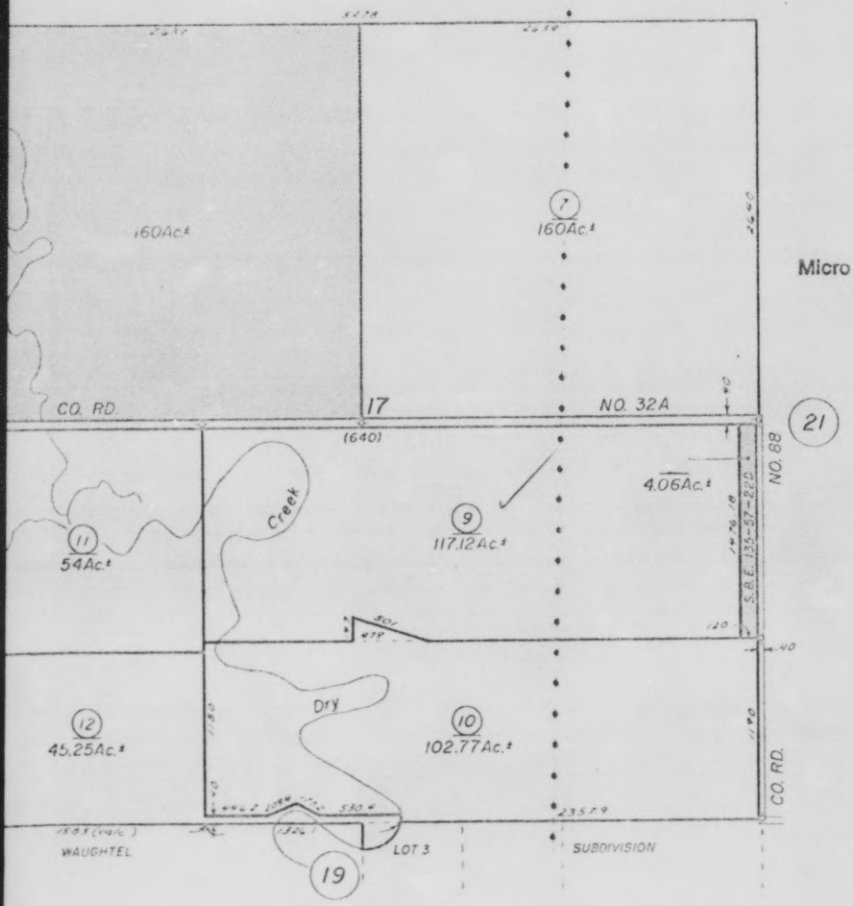
Beginning at the 1 inch iron pipe marking the northeast corner of the 122 acre parcel of land described in the deed from N. M. Moore to Delight C. Moore dated August 14, 1924, and recorded in the office of the County Recorder of said County of Yolo in Book 103 of Deeds, at page 68, said northeast corner being the east quarter corner of Section 17, Township 8 North, Range 1 West, M.D.B.&M., and running thence along the boundary line of said 122 acre parcel of land the following two courses and distances, namely: South 0° 05' East, along the easterly boundary line of said Section 17, a distance of 1476.18 feet to the southeast corner of said 122 acre parcel of land; and thence South 89° 51' West 120.00 feet; thence North 0° 05' West, parallel with the easterly boundary line of said 122 acre parcel of land, 1476.18 feet to a point in the northerly boundary line of said 122 acre parcel of land, said northerly boundary line being the northerly boundary line of the southeast quarter of said Section 17; thence North 89° 51' East, along the northerly boundary line of said 122 acre parcel of land, 120.00 feet to the point of beginning; containing 4.067 acres, more or less, and being a portion of said Section 17.

Micro Fiched

NOTE: This property search is limited to the above described property. The Yolo County Assessor designates the herein described property on their 1971-72 Assessment Roll as Assessors Parcel No. 30-180-09, Code Area 86-012.

30-18

W., M.D.B.&M.



Micro Fiched

SEE BOOK 99

SEE PG 23 FOR M/B

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

VICINITY OF WINTERS
Assessor's Map Bk. 30, Pg. 18
County of Yolo, Calif.

AGREEMENT NO. 22-4

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of January, 1922, by and between

DOROTHY H. FISHER, P.O. Box 794, WINTERS, CALIF 95694

(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 12 by the County by Resolution No. 22-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Dorothy H. Fisher

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By _____
DEPUTY

State of California, County of Yolo
On June 27, 1972, before me, the undersigned, a Notary Public in and for said County, personally appeared Dorothy H. Fisher known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he subscribed his name.

JEAN E. HUNTER
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES OCTOBER 9, 1973

Jean E. Hunter
Notary Public in and for said County.

Dated this _____ day of _____, 19____.

LAURENCE P. HENIGAN, COUNTY CLERK

GUARANTEE

68 29382

☐ CHAIN OF TITLE GUARANTEE	☐ PLANT INFORMATION GUARANTEE
☐ JUDGMENT AND TAX LIEN GUARANTEE	XX PROPERTY SEARCH GUARANTEE
☐ LOT BOOK GUARANTEE	☐ MECHANIC'S LIEN GUARANTEE
☐ PERSONAL PROPERTY ENCUMBRANCE GUARANTEE	☐ RECORD OWNER GUARANTEE
☐	☐ REQUEST FOR NOTICE GUARANTEE

Order No. 66028 Liability $ 130.00 Fee $ 30.00

WESTERN TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Micro Fiched

DOROTHY B. FISHER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.

2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated as of June 12, 1972 , in the County of Yolo, California

WESTERN TITLE INSURANCE COMPANY

Countersigned:

Vice President

By R.H. Morton President

By [illegible] Secretary

CLTA GUARANTEE FACE PAGE—1967

Addition to Reserve No. 12 "Exhibit A"

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66028 Effective Date: June 12, 1972

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

Title to the herein described property vests in:
DOROTHY H. FISHER, by deed dated June 30, 1966, which recites: "an unmarried woman."

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

Micro Fiched

All that real property in the County of Yolo, State of California, described as follows:

PARCEL 1: The West 1/2 of the Northeast 1/4 of the Southwest 1/4 of Section 16, in To. 8N, R. 1W, M.D.B. & M.

PARCEL 2: The East 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, of T. 8N, R.1W, containing 20 acres more or less.

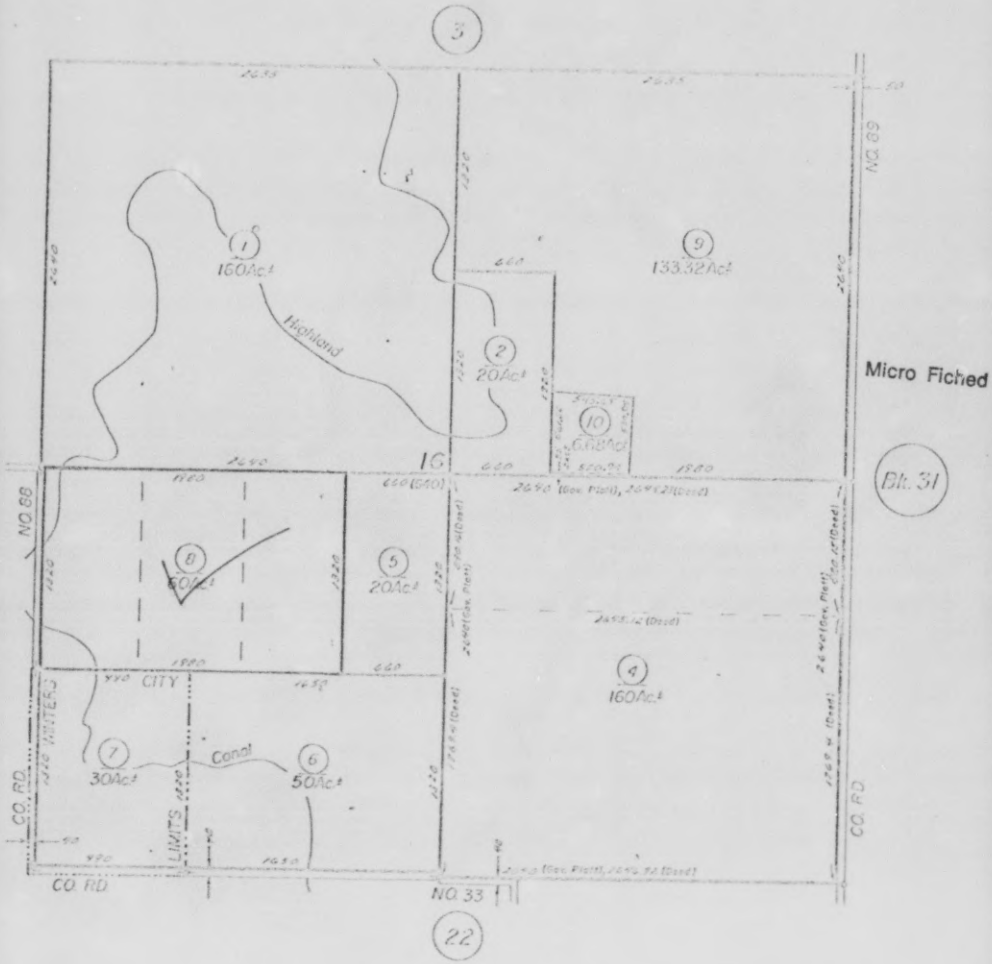
PARCEL 3: The West 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 16, of T. 8N, R.1W, M.D.B. & M.

EXCEPTING FROM parcels 1, 2 and 3 above a Life Estate in an undivided 1/2 interest in and to all oil, gas minerals, and other metals underlying said lands, as reserved by Walter H. Hansel, also known as Walter Herman Hansel, and Charlene J. Hansel, also known as Charlene Jessup Hansel, in deed to Dorothy H. Fisher, dated June 30, 1966, recorded June 30, 1966, in Book 830 of Official Records, at page 679.

NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 assessment roll as Assessor's Parcel No. 30-210-08, Code Area 86-005.

NOTE: This guarantee is limited to the above described property.

SEC. 16, T. 6 N., R. 1 W., I. B. & B. & M.



NOTE - Assessor's Block Numbers Shown in Ellip
Assessor's Parcel Numbers Shown in Circ

AGREEMENT NO. 23-5

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of January, 1973, by and between

John Alvin Morgan
Lola Gay Morgan
Della Fay Morgan
Rt 1 Box 42, Winters, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. New Preserve No. 102 by the County by Resolution No. 73-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

Micro Fiched

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

John Alvin Morgan

Lola Gay Morgan

Vella Fay Morgan

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

Micro Fiched

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

STATE OF CALIFORNIA,
County of Yolo } ss.
On this 3rd day of July in the year one thousand nine hundred and seventy-two
before me, Betty J. Gale, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
John Alvin Morgan, Lola Gay Morgan and Della Fay Morgan
known to me to be the person s whose name s are subscribed to the within instrument
and acknowledged to me that the y executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the County of Yolo the day and year in this
certificate first above written.

BETTY J. GALE
Notary Public — California
COUNTY OF YOLO
MY COMMISSION EXPIRES JUNE 14, 1973

Betty J. Gale
Notary Public, State of California.

Cowdery's Form No. 32—Acknowledgment—General.
(C. C. Sec. 1189) (PRINTED 2-15-65) 52-1430

My Commission Expires 6/14/73

LAURENCE P. HENIGAN, COUNTY CLERK

RO 10594-008

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
30-280-18

a California corporation, does hereby guarantee

John A. Morgan
c/o Wayne A. Sawyer

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

JOHN ALVIN MORGAN AND LOLA GAY MORGAN, his wife, and DELLA FAY MORGAN, a widow, all as Joint Tenants

Deed Recorded February 20, 1969

Document No. 1994

I.R.S. $52.25

Record Description:

See Exhibit A

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

New Preserve No. 102

EXHIBIT "A"

Description:

All that real property situate in the County of Yolo, State of California, described as follows:

A portion of the W. D. Overhouse Estate as shown on Maps and Surveys Book 8, page 21, Yolo County Records:

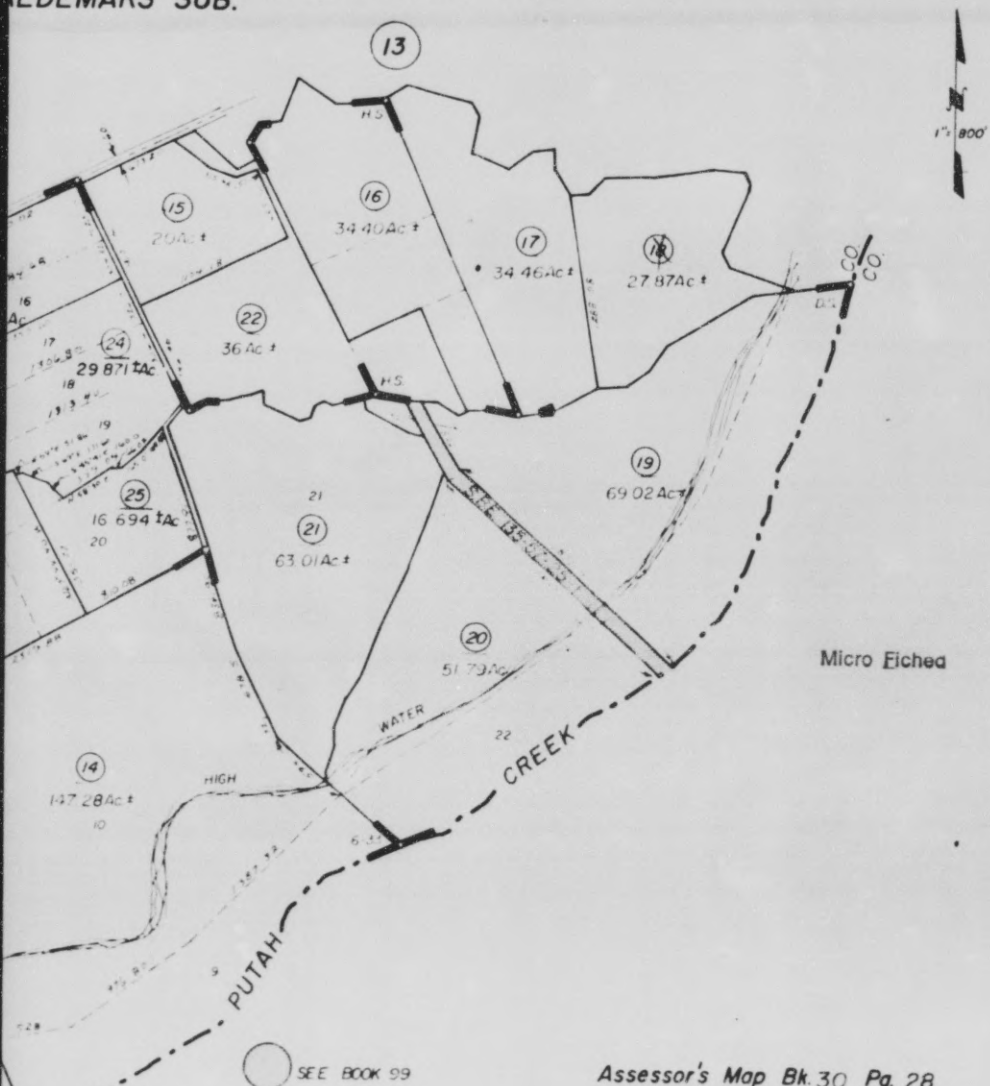
BEGINNING at a point in the center of "Dry Creek" which bears South 45° 08'09" West 327.90 feet from a buggy axle marking the Southwest corner of the Westerly termination of Russell Street in the City of Winters, as shown on that map of Wyatt and Wilson Addition to the Town of Winters filed in Book 2 of Maps, at page 43, Yolo County Records; thence from said point of beginning North 85° 47' 30" East, along a line in the center of 'Dry Creek' 127.86 feet; thence North 42° 55' 30" East, 152.16 feet; thence North 88° 51' 30" East, 272.60 feet; thence North 82° 45' 30" East, 448.37 feet; thence South 83° 40' 15" East 180.79 feet; thence South 27° 11' 31" East, 101.95 feet; thence South 24° 03' 59" West, 486.95 feet; thence South 27° 28' 17" East, 116.31 feet; thence South 70° 21' 03" East, 407.40 feet to the intersection of the centerline of a dry Arroyo produced; thence South 74° 46' 11" West, along a line in the center of said dry Arroyo, 263.89 feet; thence South 53° 37' 52" West, 124.48 feet; thence South 61° 06' 52" West, 436.78 feet; thence South 37° 52' 52" West, 322.47 feet; thence South 71° 06' 22" West 89.01 feet; thence North 88° 03' 54" West, 118.81 feet; thence South 72° 48' 20" West, 98.76 feet; thence leaving said dry Arroyo, North 8° 04' 26" West, 1288.08 feet to the point of beginning, being that parcel of property shown to contain 27.87 acres on that Map of Survey of W. D. Overhouse Estate filed for record in Book 8 of Maps and Surveys, at page 21, Yolo County Records.

Appurtenant to the above described property is a right of way for road purposes over the present traveled road running from Russell Street in the City of Winters to and across Dry Creek to the property of James R. Boyce.

Micro Fiched

LOS PUTOS, T.8N., R.1W., M.D.B.& M.
ALDEMARS SUB.

30-28



Micro Fiched

SEE BOOK 99
(formerly por. 30-11)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 30 Pg. 28
County of Yolo, Calif.

AGREEMENT NO. 73-6

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of JANUARY, 1973, by and between _____

Dorothy W. Young
P.O. Box 926, Winters, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. New Preserve No. 102 by the County by Resolution No. 23-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Dorothy A Young

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

Micro Fiched

By [redacted]

STATE OF CALIFORNIA,
County of Yolo } ss.
On this 3rd day of July in the year one thousand nine hundred and seventy-two
before me, Betty J. Gale
a Notary Public in and for the County of Yolo, State of California, residing therein,
duly commissioned and sworn, personally appeared Dorothy W. Young
known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that S.he executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

BETTY J. GALE
Notary Public ~~x~~ California
COUNTY OF YOLO
MY COMMISSION EXPIRES JUNE 14, 1973

Betty J. Gale
Notary Public in and for the County of Yolo State of California
My Commission Expires 6/14/73

(Rev. 4-71)

RO 10594-006

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
30-280-16

a California corporation, does hereby guarantee

Dorothy W. Young
c/o Wayne A. Sawyer

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

DOROTHY W. YOUNG

Decreee
~~Deed~~ Recorded October 23, 1951

Document No. 6365 in Book 353 of Official Records page 324

I.R.S. $ None

Record Description:

See Exhibit "A" attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

New Reserve No. 102

EXHIBIT "A"

All that certain real property situate in the County of Yolo, State of California and more particularly described as follows, to-wit:

TRACT ONE:

A Portion of Lot 16 Ranch De Los Putos and bound by a line commencing at a point South 22° 51' East about 11.96 chains more or less from Northeasterly corner of a tract of land conveyed by W. J. CANNEDY et al to HENRY SEAMAN by deed dated March 31, 1894 and recorded in Book 50 of Deeds, page 1604, Yolo County Records. Said point is marked by a redwood post 4X4X24 inches marked ENE running thence along a fence on the Easterly boundary of said tract and being the Westerly boundary of lands of A.B. ISH, South 22° East 51', 8.20 chains to a redwood post 31/2X 2 1/2X25 1/2 marked ENE and close to the Southside of a telephone pole, thence along the Northerly boundary of lands of C. RUCKER, South 65 1/2° West 11.73 chains to a redwood post 4X4X38 inches marked ENE being 12 feet North 65° East from east side of a telephone pole thence paralell with a 12 ft. distant Easterly from Westerly boundary of said 40.87 acre tract described in deed from Cannedy to Seaman. North 26° 20' West 8.50 chains to a redwood post 3X3X24 inches, thence North 66° 55' East 12.25 1/2 chains to the place of beginning containing 10 acres and being Lot 2 as shown on a map of survey made for HENRY SEAMAN, October 15 and November 11, 1896, by E. N. EAGER, Yolo County Records.

TRACT TWO:

Micro Fiched

That certain orchard tract being part of the Rancho Rio De Los Putos and bounded North by the dry arroyo South by the JONES TRACT, last above described, East by the lands of Dunnigan, and Westerly by the lands of JANE PAUL and J. G. YOUNG and being situate in the Couney of Yolo, State of California, and containing 18.87 acres of land.

Aportion of Lot 16, Ranch- Rio De Los Putos being the Easterly six acres of tract of land designated as C. RUCKER, 12 acres on that certain map survey for HENRY SEAMAN, filed in Book 2 of Maps and surveys, page 27, Yolo County Records, Said Easterly six acres being more particularly described as follows:

Beginning at the North Easterly corner of said twelve acre tract and running thence South 22° 51' East 903.54 feet, to the Southeasterly corner thereof in a dry arroyo, thence along the Southerly boundary thereof the following said arroyo South 88° 10' West 333.62 feet thence leaving said arroyo North 22° 51' West 774.92 feet to a point on the Northerly boundary of said twelve acre tract thence along said Northerly boundary North 65° 30' East 311.85 feet to the place of beginning containing six acres.

LOS PUTOS, T.8N., R.1W., M.D.B.& M.
ALDEMARS SUB.

Micro Fiched

SEE BOOK 99

(formerly por. 30-11)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 30 Pg. 28
County of Yolo, Calif.

AGREEMENT NO. 23-7

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of January, 19 29, by and between

John M. Carbahal
Alice Carbahal
P.O. Box 16, Winters, Calif.
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. New Preserve No. 102 by the County by Resolution No. 23-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

John M Cardoza

Alice Cardoza

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

Micro Fiched

STATE OF CALIFORNIA, }
Yolo } ss.

On this 3rd day of July in the year one thousand nine hundred and seventy-two before me, Betty J. Gale a Notary Public in and for the County of Yolo State of California, residing therein duly commissioned and sworn, personally appeared John M. Carbahal and Alice Carbahal known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that t he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

BETTY J. GALE
Notary Public <=> California
COUNTY OF YOLO
MY COMMISSION EXPIRES JUNE 14, 1973

Betty J. Gale

Notary Public in and for the County of Yolo State of California
My Commission Expires 6/14/73

(Rev. 4-71)

TO 1551 (7-68)

TI

RO 10594-007

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.
30-280-17

a California corporation, does hereby guarantee

John M. Carbahal
c/o Wayne A. Sawyer

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

JOHN M. CARBAHAL AND ALICE CARBAHAL, his wife, as Joint Tenants

Deed Recorded May 10, 1972

Document No. 6536

I.R.S. $ 127.60

Record Description:

See Exhibit "A" attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 @ 7:30 A.M.

Title Insurance and Trust Company

by _____
PRESIDENT

Attest: _____
SECRETARY

New Preserve No. 102

EXHIBIT "A"

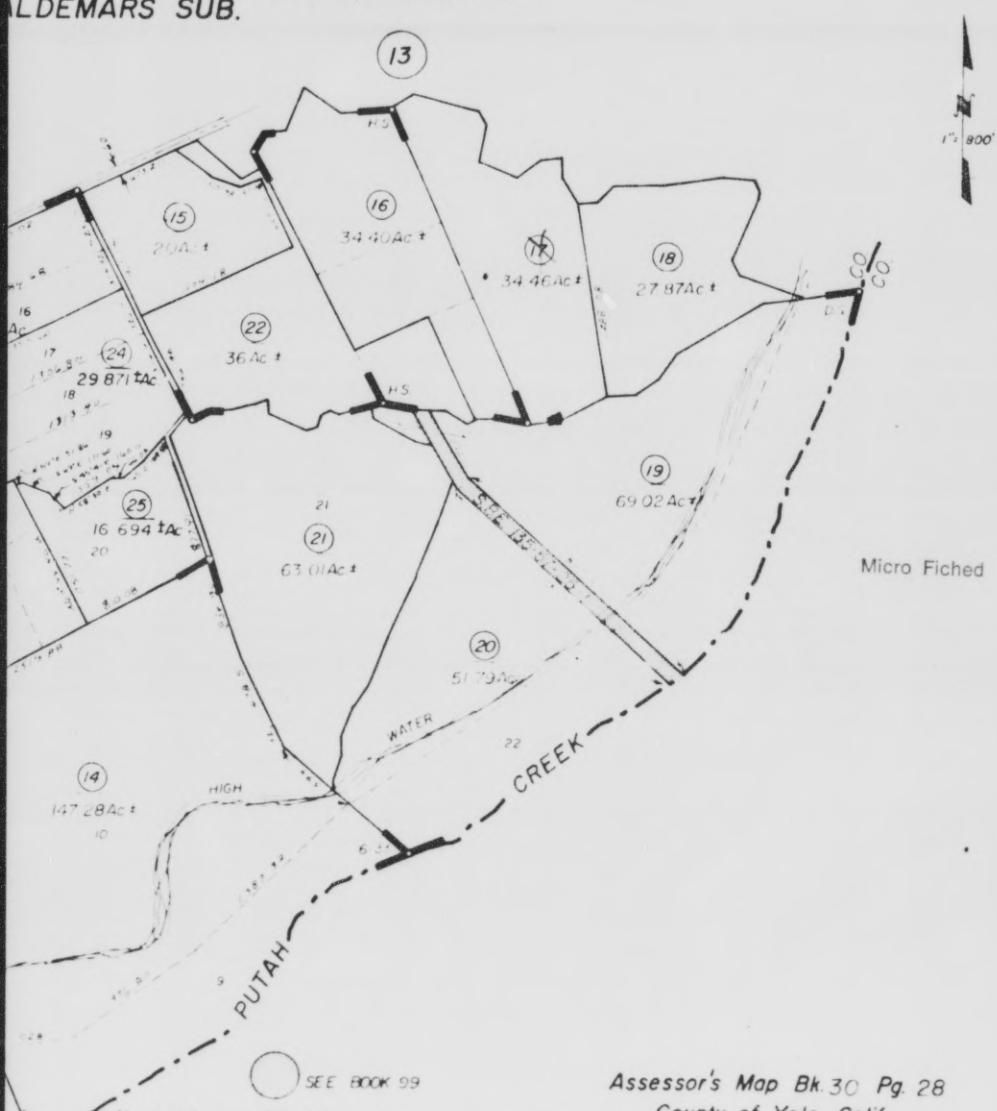
PARCEL TWO: Part of Lots 15 and 16 of the Rancho de Los Putos, beginning in the center of Dry Creek at a point from where a black oak tree 2 feet in diameter, bears South 70° West 76 links distant, and a point 25 links South 24 1/2 inches East from the Southwest corner of Block 5 in Edward's Addition to the Town of Winters, bears N. 70° 30' East 20.70 chains, it being the most Westerly point in a tract of land deeded by D. P. Edwards to C. W. Ish, November 2, 1877, and recorded in Book X of Deeds on page 136, and running thence from this point of beginning, following the center of said Dry Creek North 5° 45' West 2.13 chains; thence South 81° West 2 chains; thence South 54° West 3 chains; thence North 67° West 4 chains; thence North 11° East 4 chains; thence North 26° 45' West 1.50 chains; thence North 75° 30" West 7.08 chains; thence S. 63° West 2.57 chains to the Northeasterly corner of the lands formerly owned by W. J. Cannedy; thence leaving said Dry Creek and along a fence South 23° 20' East 34.25 chains to the center of another arroyo at the Southeasterly corner of the lands formerly owned by C. Rucker; thence following the center of this arroyo as follows: South 66° 45' East 0.51 chains; thence North 85° East 2.44 chains; thence N. 68° East 2.83 chains; thence North 59° 45' East 1.31 chains; thence North 67° 45' East 1.38 chains to the Southeasterly corner of a tract of land conveyed by D. P. Edwards to C. W. Ish by deed dated April 12, 1877 and Recorded in Book W of Deeds, page 106, the land being described being a part of said tract; thence leaving said last mentioned arroyo North 8° West 19.63 chains to another corner of said tract in the center of Dry Creek; thence up along the Dry Creek North 31° West 2.70 chains to the point of beginning containing 34.46 acres of land.

Micro Fiched

Together with a right of way for road purposes over the present road running from Russell Street Southeasterly to Dry Creek, across Dry Creek and thence in a Westerly direction along the Southerly bank of Dry Creek to the Easterly boundary of the land described herein as Parcel Two.

LOS PUTOS, T.8N., R.1W., M.D.B.& M.
LDEMARS SUB.

30-28



Micro Fiched

SEE BOOK 99

(formerly por. 30-11)

NOTE - Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles

Assessor's Map Bk. 30 Pg. 28
County of Yolo, Calif.

AGREEMENT NO. 73-8

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of JANUARY, 1973, by and between

Wayne A. Sawyer
Zella N. Sawyer
Rt. 1 Box 5 Winters, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. New Preserve No. 102 by the County by Resolution No. 73-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

OWNER(S)

Wayne A Sawyer

Zella N Sawyer

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN
LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

Micro Fiched

STATE OF CALIFORNIA)
) ss.

STATE OF CALIFORNIA,
County of Yolo } ss.
On this 3rd day of July in the year one thousand nine hundred and seventy-two
before me, Betty J. Gale
a Notary Public in and for the County of Yolo
State of California, residing therein,
duly commissioned and sworn, personally appeared Wayne A. Sawyer and
Zella N. Sawyer
known to me to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that the y executed the same.
IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

BETTY J. CALE
Notary Public — California
COUNTY OF YOLO
MY COMMISSION EXPIRES JUNE 14, 1973

Betty J. Gale

Notary Public in and for the County of Yolo State of California
My Commission Expires 6/14/73

TO 1551 (7-68)

TI

RO 10594-005

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 24.00

Street address or other ref.
30-280-22 & 30-280-15
30-280-10 & ~~30-280-05~~

a California corporation, does hereby guarantee

WAYNE A. SAWYER

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

WAYNE A. SAWYER AND ZELLA N. SAWYER, his wife, as to Parcels #1 and 2 and
WAYNE A. SAWYER AND ZELLA N. SAWYER, his wife, as to Parcels #3 and 4 and
WAYNE A. SAWYER AND ZELLA N. SAWYER, his wife, as Joint Tenants as to Parcel #5

Deed Recorded

Document No. See EXHIBIT "A" attached

I.R.S. $

Record Description: See EXHIBIT "B" attached

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9, 1972 @ 7:30 A.M.

Title Insurance and Trust Company Micro Fiched

by _____
PRESIDENT

Attest: _____
SECRETARY

New Reserve No. 102

EXHIBIT "A"

Deeds Recorded: November 26, 1972 in Book 998 Official Records, page 509, as to Parcels #1 and 2
March 25, 1969 in Book 906 Official Records, page 455, as to Parcels #3 and 4
December 1, 1963 in Book 741 Official Records, page 145, as to Parcel #5

Document No.: 15136, 3293 and 15575

I.R.S. $66.00, $88.00 and $39.50

Micro Fiched

EXHIBIT "B"

DESCRIPTION

All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #2:

Lots 15 and 16 of Devilbiss Subdivision of Lot 17 and portions of Lots 15, 16 and 18 of the Rancho Rio de Los Putos, as shown on the map or plat thereof, filed for record in the office of the Recorder of Yolo County, California, July 18, 1917 in Book 4 of Maps and Surveys page 39.

Micro Fiched

PARCEL #3:

A portion of Lot 16 of the Rancho Rio de Los Putos; commencing at a point on the Westerly line of said Lot 16, South 26° 20' East, 14.24 chains from the North-West corner of said Lot; thence along said Westerly Boundary line of said Lot, South 26° 20' East, 11.31 chains to the center of a dry arroyo; thence (following the center of said arroyo,) North 70° 20' East, 1.76 chains; thence North 87° 9' East, 5.72 chains; thence South 26° 11' East, 2.60 chains; thence South 64° 54' East, 3.90 chains; thence North 47° 18' East, 2.92 chains; thence South 80° East, 2.0 chains; thence North 72° 55' East, 3.54 chains; thence leaving (arroyo) North 26° 20' West, 28.46 chains to the center of another arroyo; thence (following the center of the Arroyo) South 56° 45' West, 2.36 chains; thence North 49° West, 6.20 chains to the Southerly line of the County Road running along the Northerly line of said Lot 16; thence South 65° West, 2.40 chains to the Northeast corner of land heretofore conveyed by A. B. Ish to J. H. Paul; thence (following the Easterly line of said Paul's land) South 52° 34' East, 4.78 chains; thence South 70° 54' East, 2.83 chains; thence North 68° 26' East, 2.38 chains; thence South 26° 40' East, 7.41 chains to the Southeast corner of said Paul's land; thence South 65° West, 16.73 chains along said Paul's Southerly line to the place of beginning.

(continued on next page)

PARCEL #4:

A portion of Lot 16, Rancho Rio de Los Putos, being the Westerly 6 acres of a tract of land designated as "C. Rucker-12 Acres", on that certain map of Survey for Henry Seaman, filed in Book 2 of Maps and Surveys, at page 27, Yolo County Records, said Westerly 6 acres, being more particularly described as follows:

BEGINNING at a point on the Northerly boundary of said 12 acre tract, distant South 65° 30' West 311.58 feet from the Northeasterly corner thereof; thence from said Point of Beginning, South 22° 51' East, 774.92 feet to a point in dry arroyo, on the Southerly boundary of and distant South 88° 10' West, 333.62 feet from the Southeasterly corner of said 12 acre tract; thence along said Southerly boundary and following dry arroyo, South 88° 10' West, 12.88 feet; thence North 54° 15' West, 138.60 feet; thence North 85° 00' West 244.20 feet; thence North 72° 50' West, 198 feet; thence leaving said arroyo, North 26° 20' West, 394.02 feet to Northwesterly corner of said 12 acre tract, thence along Northerly boundary thereof, North 65° 30' East, 474.48 feet to the point of beginning.

PARCEL #5:

BEING a portion of Lot 16 of Waldemar's Survey of Rancho Rio de Los Putos, according to the official plat thereof, filed for record in the office of the Recorder of Yolo County, California, on October 19, 1858, described as follows:

BEGINNING at a point South 25° East 30 feet from the Northwest corner of Lot 16 of the Rancho Rio de Los Putos, and running thence along an old fence on the westerly line of said Lot, South 25° East 13.79 chains to a stake; thence North 65° East 16.73 chains to a stake; thence North 25° West 7.41 chains to a stake; thence South 68° 26' West 2.38 chains to a stake; thence North 70° 54' West 2.83 chains to a stake; thence North 52° 34' West 4.78 chains to the south line of the County Road from which a stake at the fence bears South 52° 34' East 25 links; thence along the southerly line of said road 30 feet distant, and parallel with the northerly line of the Rancho Rio de Los Putos South 65° West 10.20 chains to the place of beginning.

Micro Fiched

POR. RANCHO RIO DE LOS PUTOS, T.8N., R.1W., M.D.B.& M.
POR. WALDEMARS SUB.
30-28
N
13
27
128
16
34.40Ac±
15
20Ac±
10
20.06Ac
24
29.87±Ac
32
36Ac±
9
46.94Ac±
3
12.7Ac±
4
37.54Ac±
2
24.84Ac±
25
16.69±Ac
12
45.92Ac±
21
63.0Ac±
20
51.70Ac
5
22Ac±
8
6.43Ac±
14
147.28Ac±
7
47.03Ac±
6
1.1Ac±
26
HIGH
WATER
PUTAH
Micro Fiched
SEE BOOK 99
YOLO
SOLANO
(formerly por. 30-11)
Pg. 27 - H. Seaman Survey
Pg. 18 - Devilbiss Sub.
Pg. 33 - Resurvey of Lots 9 & 10
NOTE - Assessor's Block Numbers Shown in El
Assessor's Parcel Numbers Shown in C

AGREEMENT NO. 73-9

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of JANUARY, 1973, by and between Wayne A. Sawyer Zella M. Sawyer

Rt 1 Box 5 Winters, Calif
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

Micro Fiched

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 20 by the County by Resolution No. 73-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Wayne A. Sawyer

Zella M. Sawyer

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

_____

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

Micro Fiched

STATE OF CALIFORNIA,
County of Yolo } ss.

On the 3rd day of July in the year one thousand nine hundred and seventy-two before me, Betty J. Gale a Notary Public in and for the County of Yolo, State of California, residing therein, duly commissioned and sworn, personally appeared Wayne A. Sawyer and Zella M. Sawyer known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Yolo the day and year in this certificate first above written.

BETTY J. CALE
Notary Public - California
COUNTY OF YOLO
MY COMMISSION EXPIRES JUNE 14, 1973

Betty J. Gale

Notary Public in and for the County of Yolo State of California.
My Commission Expires 6/14/73

(Acknowledgment-General)
STANDARD PRINTING SUPPLY FORM NO. 8

RO 10594-005A

Record Owner Guarantee

Title Insurance and Trust Company

Fee $ 15.00

Street address or other ref.

a California corporation, does hereby guarantee 30-280-05

WAYNE A. SAWYER

who, by requesting this limited guarantee agrees that the liability of the company hereunder shall not exceed $100.00 and shall be limited to actual loss if less than said amount, that, as appears from an examination of its lot books or property indices, the apparent record owner of the land herein described is

WAYNE A. SAWYER AND ZELLA N. SAWYER, his wife

Deed Recorded November 26, 1971 in Book 998 Official Records, page 509

Document No. 15136

I.R.S. $ $66.00

Record Description:

See EXHIBIT "A" attached

Micro Fiched

No guarantee is made as to the validity, legal effect or priority of any matter above shown, and if the information was requested by reference to a street address, no guarantee is made that said land is the same as said address.

Dated as of June 9,1972 @ 7:30 A.M.

Title Insurance and Trust Company

by [signature] PRESIDENT

Attest: [signature] SECRETARY

Addition to Reserve No. 20

EXHIBIT "B"

DESCRIPTION

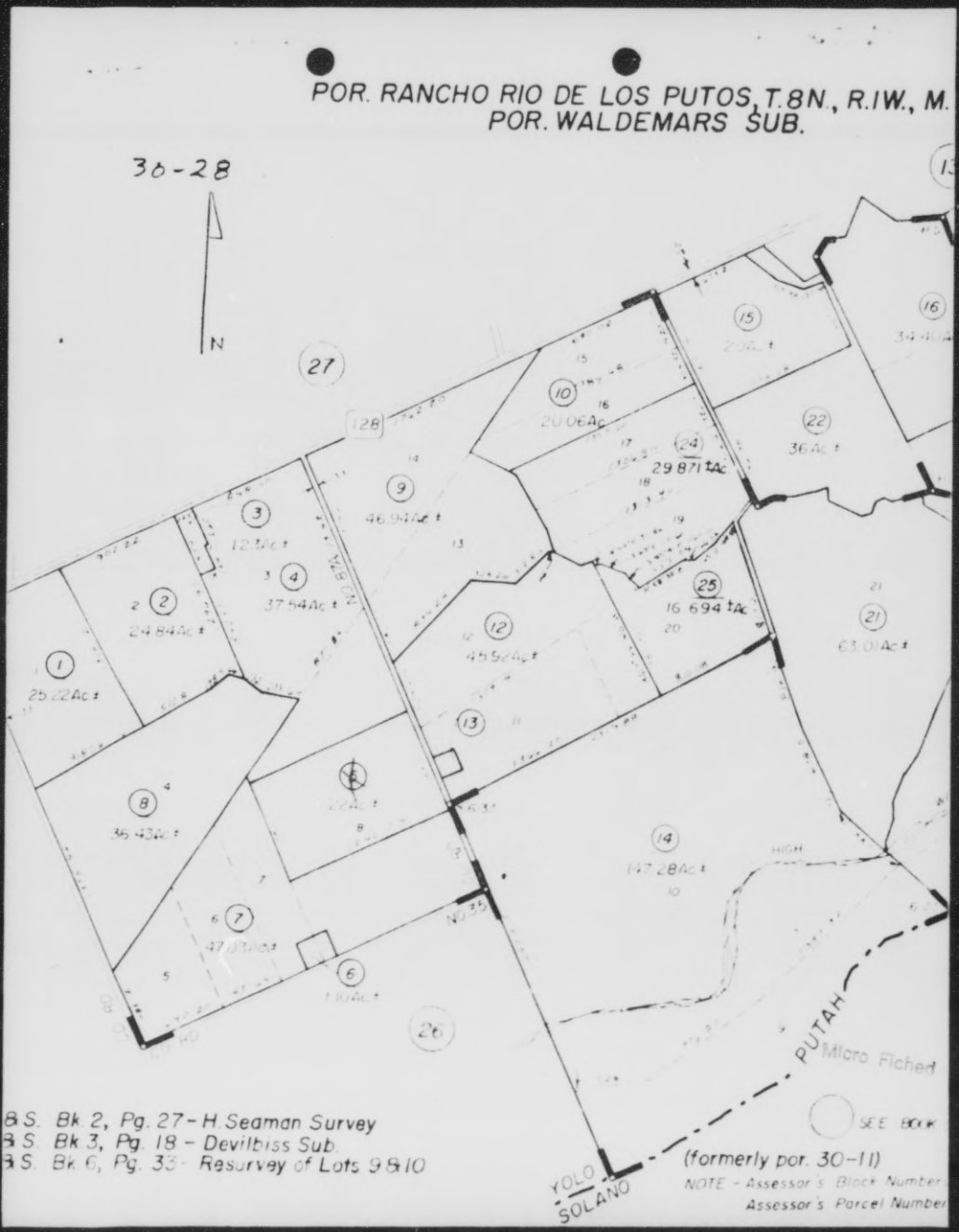
All that real property situate in the County of Yolo, State of California, described as follows:

PARCEL #1:

That portion of Lot 8 of Devilbiss Subdivision of Lot 17 and portions of Lots 15, 16 and 18 of the Rancho Rio de Los Putos, as shown on map or plat thereof, on file and of record in the office of the Recorder of Yolo County, California, in Book 4 of Maps and Surveys at page 39, described as follows:

BEGINNING at the Northwest corner of said Lot 8 and running thence North 34° 06' East along the lands sold by J. A. Devilbiss to Vaca Valley and Clear Lake Railroad Company, 2.92 chains; thence North 68° 21' East 16.22 chains to a point 16-1/2 feet Westerly at right angles from the Easterly line of said Lot 8; said point being distant South 22° 57' East 10.82 chains from the Southerly line of said Railroad; thence parallel with and distant 16-1/2 feet from the Easterly line of said Lot 8, South 22° 57' East, 11.90 chains; thence South 68° 21' West, 18.65 chains to the Westerly line of said Lot 8; thence along said West line, North 23° West 10.26 chains to the place of beginning.

Micro Fiched



B.S. Bk 2, Pg. 27 - H. Seaman Survey
B.S. Bk 3, Pg. 18 - Devilbiss Sub.
B.S. Bk 6, Pg. 33 - Resurvey of Lots 9 & 10

(formerly por. 30-11)

NOTE - Assessor's Block Number
Assessor's Parcel Number

AGREEMENT NO. 23-10

LAND USE CONTRACT

THIS LAND USE CONTRACT, made and entered into this 2nd day of JANUARY, 1973, by and between

Warren G. Duffy
Rt #1, Box 13
Winters, Cal
(mailing address)

hereinafter referred to as OWNER, and the COUNTY OF YOLO, a political subdivision of the State of California, Courthouse, Woodland, California, 95695, hereinafter referred to as COUNTY,

W I T N E S S E T H:

WHEREAS, OWNER possesses certain real property situate in the County of Yolo, State of California, hereinafter referred to as the "subject property", and more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein; and

Micro Fiched

WHEREAS, the subject property is devoted to agricultural uses and uses compatible thereto; and

WHEREAS, said property was included in Agricultural Preserve No. Addition to Preserve No. 20 by the County by Resolution No. 73-2, which was filed in the Office of the County Recorder of Yolo County on _____, 19___, and recorded in Volume _____ of Official Records at Page ___, (which resolution is hereinafter referred to as the "Inclusion Resolution"), and the location of said property is shown on the map(s) attached to said Inclusion Resolution(s); and

WHEREAS, both OWNER and COUNTY desire to limit the use of subject property to agricultural, related and compatible uses in order to preserve a maximum amount of agricultural land, to conserve the State's economic resources, to maintain the agricultural economy, to assure a food supply for future residents, and to discourage premature and unnecessary conversion of agricultural land to urban uses, recognizing that such land has public value as open space and constitutes an important physical, social, aesthetic, and economic asset to the County; and

(Rev. 4-71)

WHEREAS, the placement of the subject property in an agricultural preserve and the execution and approval of this Contract is deemed to be a determination that the highest and best use of the subject property during the term of the contract or any renewal thereof is for agricultural uses; and

WHEREAS, both OWNER and COUNTY intend that the terms, conditions and restrictions of this Contract constitute a contract authorized by the California Land Conservation Act of 1965 as amended so as to constitute an enforceable restriction within the meaning of and for the purposes of Article XXVIII of the State Constitution and Article 1.5 (commencing with Sec. 421) of Chapter 3 of Part 2 of Division 1 of the California Revenue and Taxation Code.

NOW, THEREFORE, both OWNER and COUNTY in consideration of the mutual promises, covenants and conditions herein contained and the substantial public benefits to be derived therefrom, do hereby agree as to the subject property to be bound by the terms and conditions set forth in Paragraph 7 of said Inclusion Resolution and that the subject property shall not be used for any purpose other than agricultural use and those uses determined to be compatible with the agricultural use of the land within this preserve and subject to contract.

Micro Fiched

IT IS FURTHER AGREED that all notices to be given to the parties may be given in writing personally to OWNER and to the County Clerk of COUNTY, or by depositing the same in the United States mail, postage prepaid, addressed to OWNER or County Clerk of COUNTY, respectively, at the addresses set forth above.

IN WITNESS WHEREOF, the OWNER and COUNTY have executed this Contract the day and year first above written.

COUNTY OF YOLO

(SEAL)

BY_____
CHAIRMAN OF THE BOARD OF SUPERVISORS

OWNER(S)

Warren B. Tufts

_____

_____

_____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____, 19____, before me, the undersigned, County Clerk of the County of Yolo, personally appeared _____, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

Witness my hand and official seal the day and year first above appearing.

LAURENCE P. HENIGAN

LAURENCE P. HENIGAN, COUNTY CLERK

By _____ DEPUTY

Micro Fiched

INDIVIDUAL ACKNOWLEDGMENT

State of California
County of Yolo } S.S.

On this 28 day of June 19 72, before me,
Isabel H Bishop, a Notary Public in and for said Yolo County,
(SEAL) personally appeared Warren G Tufts

known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same.

WITNESS my hand and official seal.

OFFICIAL SEAL
ISABEL H. BISHOP
NOTARY PUBLIC - CALIFORNIA
YOLO COUNTY
My Commission Expires Dec. 26, 1972

Isabel H. Bishop

Notary Public in and for said Yolo County and State
My commission expires 12-26 19 72

P-169 8-68

RECEIVED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

AWARD

FILED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

#0375

Grant funds are hereby awarded to County of Yolo under the provisions of Title 1, Part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended on the terms stated above and in the amount of $ 3,635 /. Funds will be made available in accordance with prescribed fund distribution procedures specified by the Council.

Date 1/17/73

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

Micro Fiched

By _____
Executive Director
California Council on Criminal Justice

Special Deposit Fund LEAA

Fiscal Year 72/73

A. J. Tenuchi
Accounting Officer

FORM | POLICY | BUDGET
Department of Planned Services
APPROVED
JAN 22 1973
BY ORIGINAL SIGNED BY CHARLES O. FINKELSTEIN
Asst. Field Counsel

WESTERN TITLE INSURANCE COMPANY

PROPERTY SEARCH GUARANTEE

SCHEDULE A

No. 66063 Effective Date: June 22, 1972

The assurances referred to on the face page are:

That, according to the official name index to the latest equalized assessment roll of assessor of Yolo County, California, and the indices of the County Recorder of said County subsequent to March 1, 1971, with respect to the name(s) of

The Title to the Herein described property vests in:

WARREN G. TUFTS

The following described real property was assessed or acquired in the above name(s) and has not thereafter been transferred:

All that real property in the County of Yolo, State of California, described as follows:

Being a portion of the "Devilbiss Subdivision of Lot 17 and Lots 15, 16, 19, of the Rancho Rio de los Putos Township 8 North, Range 1 West," as said Subdivision appears of record in the office of the Recorder of Yolo County, State of California, and including all of Lot 11 and that portion of Lots 12 and 20, of aforementioned Devilbiss Subdivision lying to the West of a line beginning at a point in the South line of last mentioned Lot 20, North 62° 15' East 344 feet from the Southwest corner thereof and extending thence at right angles with the South line of said Lot 20, North 27° 45' West a distance of 1044 feet more or less to the intersection with the line common to Lots 19 and 12 of said subdivision, and containing 46.50 acres, more or less.

Micro Fiched

EXCEPTING THEREFROM that portion thereof conveyed to Warren G. Tufts, by deed dated March 24, 1955, recorded December 29, 1955, in Book 473 of Official Records, at page 225, described as follows:

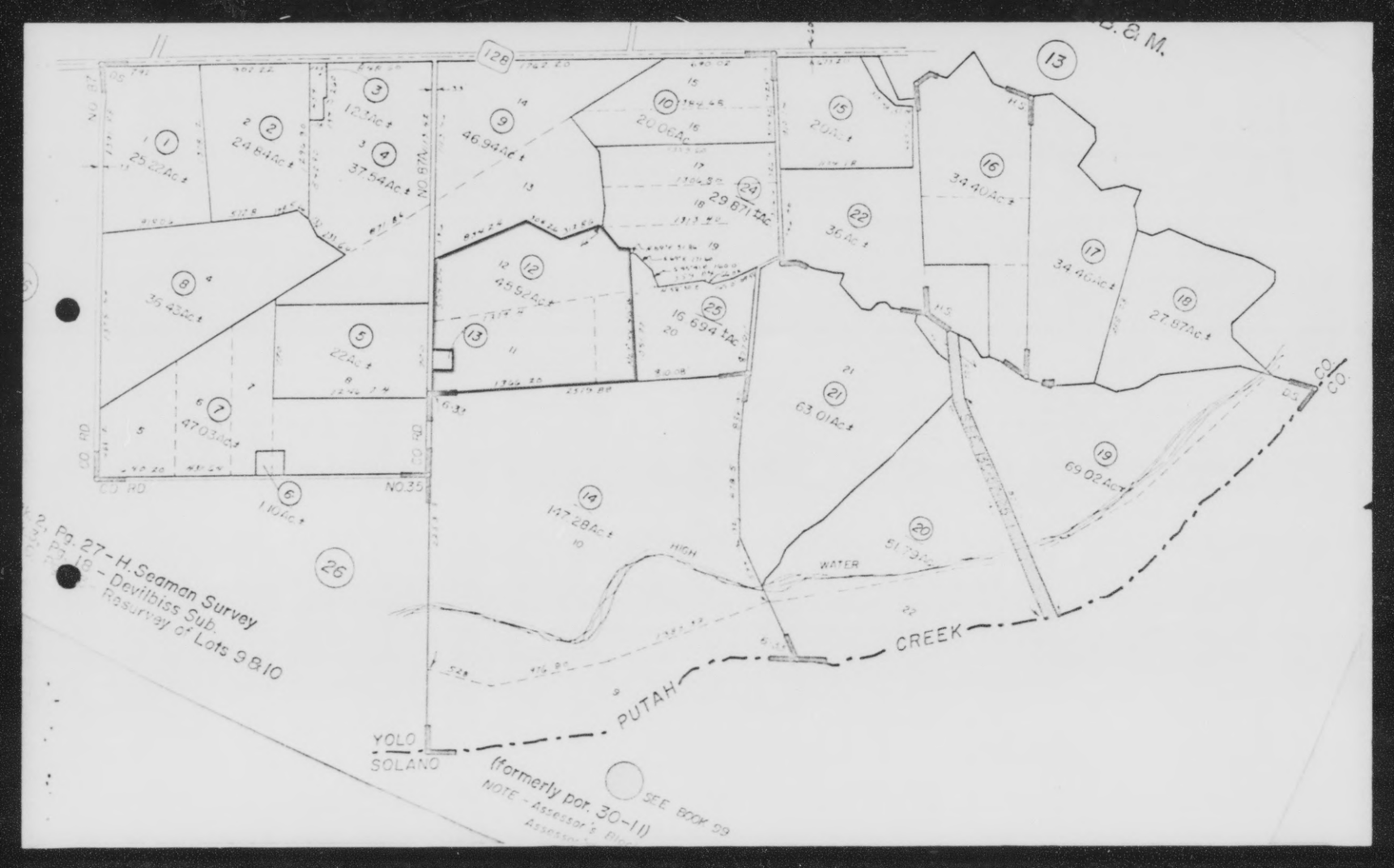
A tract or parcel of land located in Lot 11 of the "Devilbiss Subdivision of Lot 17 and Portions of Lots 15, 16, and 19 of the Rancho Rio de Los Putos", filed for record in Book "4" of Maps and Surveys, at page 39, Yolo County Records, and particularly described as follows:

BEGINNING at a point in the center of the 33 foot road along the westerly boundary line of said Lot 11, which point bears North 23° 02' West 872.51 feet from a square iron pin which marks the southeast corner of Lot 8 of said Devilbiss Subdivision and as shown on the map of "Mary Cooley Bassett's Land", filed for record in Book "4" of Maps and Surveys, at page 87, Yolo County Records, thence from said point of beginning, North 23° 02' West, along the Westerly line of said Lot 11, 175 feet; thence North 66° 58' East 160 feet; thence South 23° 02' East 175.00 feet; thence South 66° 58' West 160.00 feet, to the point of beginning, and containing .6428 acres, more or less.

NOTE: The Yolo County Assessor designates the herein described property on the 1971-72 Assessment Roll as Assessor's Parcel No. 30-280-12.

NOTE: This guarantee is limited to the above described property.

Micro Fiched


B. & M.
12B
13
1
25.22Ac.±
2
24.84Ac.±
3
12.3Ac.±
4
37.54Ac.±
5
22Ac.±
6
1.10Ac.±
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47.03Ac.±
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35.43Ac.±
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46.94Ac.±
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20.06Ac.
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20Ac.±
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34.40Ac.±
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34.46Ac.±
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27.87Ac.±
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69.02Ac.±
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51.73Ac.±
21
63.01Ac.±
22
36Ac.±
24
29.871Ac.
25
16.694Ac.
12
45.92Ac.±
14
147.28Ac.±
26
NO. 87
CO. RD. NO. 89
CO. RD. NO. 35
CO.
HIGH
WATER
PUTAH
CREEK
YOLO
SOLANO
(formerly por. 30-11)
SEE BOOK 99
NOTE - Assessor's
Assessor's
Pg. 27 - H. Seaman Survey
Pg. 19 - Devilbiss Sub.
Resurvey of Lots 9 & 10

Applicability of Hatch Act Provisions to
Local Agency Officers and Employees

The original Hatch Act ("an act to prevent pernicious political activities"), enacted in 1939, did not include state or local agency officers or employees. 53 Stat. 1147. The 1940 amendment, 54 Stat. 767, extended the Act to cover these individuals. In 1966, the laws relating to the organization of the United States Government, including the Hatch Act, were revised, codified, and enacted as Title 5 of the United States Code. Public Law 89-554, Hatch Act provisions thus reenacted in Title 5 were repealed, 80 Stat. 632, so that the appropriate statutory reference today is no longer to the Hatch Act, but to the applicable sections of said Title 5.

The political activities of certain state and local employees are the subject of chapter 15, beginning at section 1501. Chief among proscribed activities, pursuant to section 1502, are the influencing of elections, the coercive solicitation of political contributions and the taking of an active part in political management or in political campaigns.

The statute is violated only when the proscribed activities are engaged in by a "state or local officer or employee" which term is defined in section 1501(4) as

Micro Fiched

> "An individual employed by a state or local agency whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a federal agency, but does not include -
>
> (A) an individual who exercises no functions in connection with that activity; or
>
> (B) an individual employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization."

It is thus clear that, with some exceptions, officers and employees of a local government agency engaged in a LEAA financed activity are subject to chapter 15 if their principal employment is in connection with such activity. It has been held that a person's part-time position may be his "principal employment" within the meaning of chapter 15. Smyth v. United States Civil Service Commission, 291 F. Supp. 568 (1968).

If the United States Civil Service Commission after a hearing determines that a violation of section 1502 has occurred warranting the dismissal of the officer or employee, it notifies him and his agency of such determination. If within 30 days after such notice the offending officer or employee has not been dismissed or, though dismissed, has been reappointed within 18 months, LEAA will be required to withhold from its grants to the agency to which notice was given an amount equal to two years' pay at the rate the officer or employee was receiving at the time of violation. Sections 1504 thru 1506. Details of procedure will be found in sections 1507 and 1508.

RECEIVED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By _____ Deputy

FILED
NOV 17 1975
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers Deputy

AWARD #0375

Grant funds are hereby awarded to County of Yolo under the provisions of Title 1, Part C, Omnibus Crime Control and Safe Streets Act of 1968 (PL 90-351) as amended on the terms stated above and in the amount of $ 3,635 /. Funds will be made available in accordance with prescribed fund distribution procedures specified by the Council.

Date 1/17/73

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with and this document is exempt from review by the Department of Finance.

Micro Fiched

By _____
Executive Director
California Council on Criminal Justice

Special Deposit Fund LEAA

Fiscal Year 72/73

D. I. Tenelli
Accounting Officer

FORM | POLICY | AUDITS
Department of General Services
APPROVED
JAN 22 1973
BY ORIGINAL SIGNED BY CHARLES O. THUSHER
Asst. Chief Counsel

I

PROJECT SUMMARY

13. The Yolo County Probation Department is requesting funds for the third years operation of the Mexican-American Probation Aide Project. The requested funds are equal to one quarter of the first years grant funds with the balance of cost being picked up by State Subsidy and County funds. Evaluative data received thus far from our research component indicates that the program has had a significant positive influence on the community. It is also felt the program has been a highly valuable addition to probation services in meeting a specific need which has existed for some time.

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It is felt that our primary and secondary goals can be attained within the three year grant period. Also it is opined that the program should have the residual effect of encouraging other governmental agencies to adopt similar programs to meet similar needs.

SPECIAL CONDITIONS

In addition to the terms of the grant agreement as specified in the body of the contract (CCCJ Form 502, Application for Grant for Law Enforcement Purposes), the grant award is also subject to compliance with the following special condition(s):

Project Reporting Requirements: Micro Fiched

In addition to a final technical report and an abstract of that report of approximately 200 words, there is a requirement for quarterly progress reports during the period of the grant project. These reports are due 30 days after the end of the grant period or 30 days at the end of the quarter. The content of these reports will be as follows. Reports should be cumulative, i.e., describe progress from the beginning of the project to the report date. They should describe activities and accomplishments during the report period with specific attention to project phases or stages completed (e.g., initial planning stage, completion of preliminary survey effort, purchase of required equipment staging of pilot training programs, etc.). Reports should be concrete and specific concerning accomplishments, e.g., number of people trained, volume of correctional services provided, extent of equipment usage, etc. Special reports, evaluation studies, publications or articles issued during the period should be attached, and major administrative or design developments should be attached, and major administrative or design developments should be covered (e.g., changes in project design, improvements or new methods introduced). Problem areas and critical observations should be mentioned and frankly discussed, as well as project successes. Requirement be inserted in the proposal contract stipulating that the regional office be provided with quarterly reports and the final report including the project evaluation.

Fiscal Requirements:

Communications costs must be actual costs and not percentage of the Center's costs for communications.

Approval of the grant budget and its cost estimates shall not relieve the applicant from seeking to secure maximum savings on consultant services through competitive bidding or other negotiations in accordance with State and local law, regulations, and rules and to have all purchases well documented.

Applicant will insure that all contracts for consultant services shall be performed at the level of effort as specified in the cost estimate submitted by the consultant.

Applicant agrees to maintain detailed documentation of cost expended for matching contributions relative to personal services reflecting definite cost for time expended and to maintain time distribution records (functional time reports) for all project related personnel.

Applicant agrees to submit to CCCJ all agreements and contracts not meeting all conditions prescribed by Sections 2110.7 and 2110.8, and 2110.9 of the CCCJ Fiscal Affairs Manual for prior written approval.

Approval of this grant award in no way commits CCCJ to future funding.

The value of matching contributions shall be based on actual cost incurred by the subgrantee and shall be supported by detailed documentation.

(continued on next pa

Other:

Staff of this project may not become paid consultants of other projects funded by CCCJ and staff of other projects funded by CCCJ may not become paid consultants to this project.

The attached "Applicability of Hatch Act Provisions to local Agency Officers and Employees" is hereby made a part of this contract.

Subgrantee agrees and understands that this grant award is subject to and incorporates the attached standard grant conditions.

Any unexpended balance of Federal funds remaining at the time of submission of the final project report should be returned with the final report by check payable to the California Council on Criminal Justice.

Micro Fiched

"The contractor shall comply with the Presidential Executive Order No. 11627, dated October 15, 1971, and all guidelines, rules, and regulations of the Cost of Living Council, Pay Board and Price Commission implementing it. The contractor warrants that no wages, prices or salaries to be paid under this contract will be in excess of the maximum legally allowable pursuant to the foregoing order, rules and regulations."

Within 60 days after acceptance of the grant contract, the subgrantee will report by letter, to CCCJ the steps taken to initiate the project. If the project start has been delayed, the reasons for the delay and the expected starting date will be required.

If 90 days after signing the grant contract, the project is not operational, a further statement explaining implementation delay will be submitted to CCCJ. Upon receipt of the 90-day letter, CCCJ may cancel the project and redistribute the funds to other grant projects if justification for the delay is not accepta If the justification is acceptable, LEAA approval to implement the project beyo the 90-day period is required. CCCJ will secure the LEAA approval in those instances.

No part of the funds appropriated under the Omnibus Crime Control and Safe Streets Act shall be used to provide a loan, a grant, the salary of, or any remuneration whatever to any individual applying for admission, attending, employed by, teaching at or doing research at an institution of higher educatio who has engaged in conduct on or after August 1, 1969, which involves the use of (or the assistance of others in the use of) force or the threat of force of the seizure of property under the control of an institution of higher education to require or prevent the availability of certain curriculum, or to prevent the faculty, administrative officials or students in such institution from engaging in their duties or pursuing their studies at such institution.

Applicant agrees that control of grant funds and title of property purchased from grant funds will not be transferred to private agencies, profit making or otherwise, even though these may be utilized in the implementation of the grant efforts, including purchase of services.

JAN - 2 19

Signature of Applicant Date

JAN - 2 1973

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Local Agency Officers and Employees

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The statute is violated only when the proscribed activities are engaged in by a "state or local officer or employee" which term is defined in section 1501(4) as

Micro Fiched

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>
> (A) an individual who exercises no functions in connection with that activity; or
>
> (B) an individual employed by an educational or research institution, establishment, agency, or system which is supported in whole or in part by a state or political subdivision thereof, or by a recognized religious, philanthropic, or cultural organization."

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Standard Grant Conditions: This item sets forth the conditions for the extension of grant assistance to any applicant and, when an award is made and grant funds are accepted thereunder, will become a binding contractual commitment of the grantee. The applicant should satisfy itself that it has read, understands, and is willing to comply with these grant conditions and the rules and regulations incorporated therein concerning administration of grants established by the Law Enforcement Assistance Administration and the California Council on Criminal Justice.

(1) Reports. The grantee shall submit, at such times and in such form as may be prescribed, such reports as the California Council on Criminal Justice may reasonably require, including monthly financial reports and quarterly progress reports and final financial and narrative reports.

(2) Copyrights. Where activities supported by this grant produce original books, manuals, films or other copyrightable material, the grantee may copyright such, but CCCJ reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use such materials, and to authorize others to do so. The California Council on Criminal Justice also reserves the right to require the grantee not to publish and the grantee thereupon shall refrain from publishing, any material, whether copyrighted or not where the publication of that material was specifically commissioned by and for the California Council on Criminal Justice. However, such right shall not be exercised unreasonably. Any publication by the grantee shall include on the the title page, a standard disclaimer of responsibility by the California Council on Criminal Justice for any opinions or conclusions contained therein.

(3) Patents. If any discovery or invention arises or is developed in the course of or as a result of work performed under this grant, the grantee shall refer the discovery or invention to the California Council on Criminal Justice, which will determine whether or not patent protection will be sought, how any rights therein, including patent rights, will be disposed of and administered, and the necessity of other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of August 23, 1971, on Government Patent Policy.

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(4) Discrimination Prohibited. No person shall, on the grounds of race, creed, color or national origin, be excluded from participation in, be refused the benefits of, or be otherwise subjected to discrimination under grants awarded pursuant to PL 90-351 or under any project, program or activity supported by this grant. The grantee must comply with the provisions and requirements of Title VI of the Civil Rights Act of 1964 and regulations issued by the Department of Justice and the Law Enforcement Assistance Administration thereunder as a condition of award of federal funds and continued grant support. As required by Section 518(b) of PL 90-351, this grant condition shall not be interpreted to require the imposition in grant-supported projects of any percentage ratio, quota system, or other program to achieve racial balance or eliminate racial imbalance in a law enforcement agency.

(5) Termination of Aid. This grant may be terminated or fund payments discontinued by CCCJ where it finds a substantial failure to comply with the provisions of PL 90-351 or regulations promulgated thereunder, including these grant conditions or contract collations, but only after notice and hearing and pursuant to all procedures set forth in Sections 510 and 511 of PL 90-351.

(6) Inspection and Audit. The California Council on Criminal Justice or any of its duly authorized representatives, shall have access for purpose of audit and examinations to any books, documents, papers, and records of the grantee, and to relevant books and records of subgrantees and contractors, as provided in Section 521 of PL 90-351.

(7) Maintenance of Records. All required records shall be maintained until a Federally approved audit is completed and all questions arising therefrom are resolved, or five years after completion of a project.

(8) Utilization and Payment of Funds. Funds awarded are to be expended only for purposes and activities covered by grantee's approved project plan and budget. Project funds may be made available through a letter of credit system pursuant to rules and procedures as to establishment, withdrawals, etc., issued by the Administration and with which grantees must comply. Where grant awards are not sufficiently large to require this system, payments will be made on the basis of periodic requests and estimates of fund needs submitted by the grantee. Payments will be adjusted to correct previous overpayments or underpayments and disallowances resulting from audit.

(9) Allowable Costs. The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items set forth in Bureau of Budget Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State and Local Governments", as further defined and delimited in conditions 11 and 12 below, and in the CCCJ Fiscal Affairs Manual.

(10) Expenses Not Allowable. Grant funds may not be expended for (a) items not part of the approved budget or separately approved by CCCJ; (b) purchase or construction of land and buildings or improvements thereon, or payment of real estate mortgages or taxes, unless specifically provided for in the grant agreement; (c) dues to organizations or federations; (d) entertainment including luncheons, banquets, gratuities or decorations; (e) purchase of automobiles or other automotive vehicles unless provided

Standard Grant Conditions - Continued

for in the grant agreement; or (f) indirect (overhead) costs, where the grantee does not have an audited indirect expense allocation system and rate acceptable to CCCJ. Expenditure of funds in excess of the submitted total cost estimate for any major budget category will be permitted only with CCCJ approval where this involves an increase of more than 5 percent in the total category cost estimate.

Such increase will be deemed, in effect, to constitute an amendment of the grant application and award requiring grantor concurrence.

(11) Written Approval of Changes. Grantees must obtain prior written approval from CCCJ for major project changes. These include (a) changes of substance in project activities, designs or research plans set forth in the approved application; (b) changes in the project director or key professional personnel identified in the approved application; and (c) changes in the approved project budget as specified in the preceding condition.

(12) Project Income. All interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the grant project (sale of publications, registration fees, service charges on fees, etc.) must be accounted for. Interest on grant funds must be returned to LEAA by check payable to the United States Treasury, and other income should be applied to project purposes or in reduction of project costs; provided, however, that if the grantee is a unit of government, the grantee shall not be accountable for interest earned on grant funds pending their disbursement or actual application for project purposes.

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(13) Income from Other Sources. All income from other sources, such as contributions, donations or funds from other grant programs, must be accounted for and reported to the California Council on Criminal Justice. The grantee certifies that no other federal funds will be received or used for the portions of the project funded by CCCJ.

(14) Title to Property. Title to property acquired in whole or in part with grant funds in accordance with approved budgets shall vest in the grantee subject to divestment at the option of CCCJ (to the extent of LEAA contribution toward the purchase thereof) exercisable only upon notice within 120 days after the end of the grant period or termination of the grant. Grantees shall exercise due care in the use, maintenance, protection and preservation of such property during the period of project use.

(15) Third Party Participation. No contract or agreement may be entered into by the grantee for execution of project activities or provision of services to a grant project (other than purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved proposal or approved in advance by the California Council on Criminal Justice. Any such arrangements shall provide that the grantee will retain ultimate control and responsibility for the grant project and that the contractor or subgrantee shall be bound by these grant conditions and any other requirements applicable to the grantee in the conduct of the project.

(16) Obligation of Grant Funds. Grant funds may not, without advance written approval by CCCJ, be obligated prior to the effective date or subsequent to the termination date of the grant period. Obligations outstanding as of the termination date shall be liquidated within 90 days. Such obligations must be related to goods or services provided and utilized within the grant period.

(17) Performance Bond. All applicants who are not units of city, county or state governments are required to bond within 30 days after final execution of this contract all individuals who will receive or disburse grant funds. The amount of the bond will be at least 50 percent of the total grant award.

(18) Fiscal Regulations. The fiscal administration of grants shall be subject to such further rules, regulations and policies, concerning accounting and records, payment of funds, cost allowability, submission of financial reports, etc., as may be prescribed by CCCJ, including those set forth in the CCCJ Fiscal Affairs Manual.

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964. The applicant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (PL 88-352) and all requirements imposed by or pursuant to that title, to the end that no person shall on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives federal financial assistance from the department; and gives further assurance that it will promptly take any measures necessary to effectuate this commitment as more fully set forth in the standard grant conditions set forth above. This assurance shall obligate the applicant for the period during which federal financial assistance is extended to it by the department and is given in consideration of and for the purpose of obtaining the grant for which application is hereby made, and the United States shall have the right to seek judicial enforcement of this assurance.

15. BUDGET SUMMARY FOR GRANT PROJECT

If it is anticipated that funds will be requested for second and/or third year activities, fill in those spaces. If this application is for second year funding, then fill in the "Total First Year" with the approved amounts for that period, and the anticipated amounts for third year funding.

	TOTAL FIRST YEAR*			TOTAL SECOND YEAR*			TOTAL THIRD YEAR*		
BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS	TOTAL	GRANT FUNDS	MATCHING FUNDS
PERSONAL SERVICES							27,000	3,035	23,965
TRAVEL							1,260	-----	1,260
CONSULTANT SERVICES							2,500	-----	2,500
SUPPLIES & OPERATING EXPENSES							2,556	600	1,956
EQUIPMENT							-----	-----	-----
TOTAL PROJECT COST							33,316		
GRANT FUNDS REQUESTED								3,635	
GRANTEE CONTRIBUTION									29,681

*Budget should be based on a grant year (12 month or shorter period if the project is less than 12 months) rather than calendar year or fiscal year.

Micro Fiched

CALIFORNIA COUNCIL ON CRIMINAL JUSTICE

DETAILED PROJECT BUDGET

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS	
			CASH	IN-KIND
16. Personal Services				
A. Salaries				
Probation Aides (2@ 7836/yr)	$15,672	$3,035	$12,637	$
Project Coordinator (¼ time)	3,432			3,432
Secretarial Services (½ steno)	3,552			3,552
B. Employee Benefits				
Workmens Compensation Ins.	166		115	51
OASDI	1269		878	391
Retirement	2084		1442	642
Health Insurance	825		600	225
TOTALS	27000	3,035	15,672	8,293
17. Travel				
9,600 miles @ $.10/mi	$ 960		$ 960	
Miscellaneous Training institutes (Tuition & Subsistence)	300		300	
TOTALS	$1,260		$1,260	
18. Consultant Services				
Evaluation Service 152 hrs @ $12.50/hr	$1,900		$1,900	
Research assistant 150 hrs @ $4/hr	600		600	
TOTALS	$2,500		$2,500	

Micro Fiched

BUDGET CATEGORY	TOTAL	GRANT FUNDS	MATCHING FUNDS	
			CASH	IN-KIND

Micro Fiched

19. Supplies and Operating Expenses

a. Office expense	$ 320	$	$ 320	$
b. Library - books on Mexican American Culture	50		50	
c. Communications	600	600		
d. Administrative overhead	$ 1,586			1,586
TOTALS	$2,556	$ 600	$ 370	$1,586

20. Equipment

TOTALS				
21. TOTAL PROJECT COST	$33,316	$3,635	$19,802	$9,879
22. Percent of Total Project Cost	100%	11%	60%	29%

23. BUDGET NARRATIVE

16. Personal Services

A. Salaries

1. Probation Aides. 2 Probation Aides @ $7,836 per annum. $15,672

2. Project Coordinator. One-quarter Supervising Probation Officer I from existing Probation Department staff. SPO I Salary $13,728 per annum. 3,432

Micro Fiched

3. Secretarial services. One-half Stenographer Clerk II from existing Probation Department staff. Steno Clerk II salary $7,104 per annum. 3,552

B. Employee Benefits

1. Workmens compensation. Computed at $.73 per $100 in salary. $.73 x 227. $ 166
2. OASDI computed at $5.6% of salary 1,269
3. Retirement. Computed at 9.2% of salary. 2,084
4. Health Insurance. Computed at $300 per person x 2 3/4. 825

17. Travel

1. Miscellaneous Training Institutes. $ 300
2 Aides to attend courses in individual and group counseling: Tuition $150. Subsistence $15 per day x 10 days - $150. Subsistence should be ample although the State figures at $20 per diem.

19. Supplies and Operating Expenses

a. Office expense; paper, printing, supplies, $ 320
b. Library books. 10 books @ $5/bk. 50
c. Communications. Total Probation Department communication budget $7500; 2 Probation Aides = 8% of total Probation $ 600

staff. Therefore 8% of $7500 = $600.

d. Administrative Overhead. 5% of project cost of $31,720. $ 1,586

Project Match (funds and in-kind)

The non-federal match for this project amounts to a total of 89 percent of total project costs. The match will be provided by both cash and in-kind contributions. They have been computed as follows:

A. $ 9,000 (cash) This figure represents the contribution of the California Youth Authority under Section 1822 of the Welfare and Institutions Code. $4500 of this amount has been approved under the 1972-73 Special Supervision Proposal to the California Youth Authority.

Micro Fiched

B. $ 3,432 (in-kind) This amount represents one quarter of the program coordinator salary. Since the program coordinator will be appointed from the existing staff of the Yolo County Probation Department and will serve one-quarter of his work time in that capacity, this figure has been computed by allocating one-quarter of his salary.

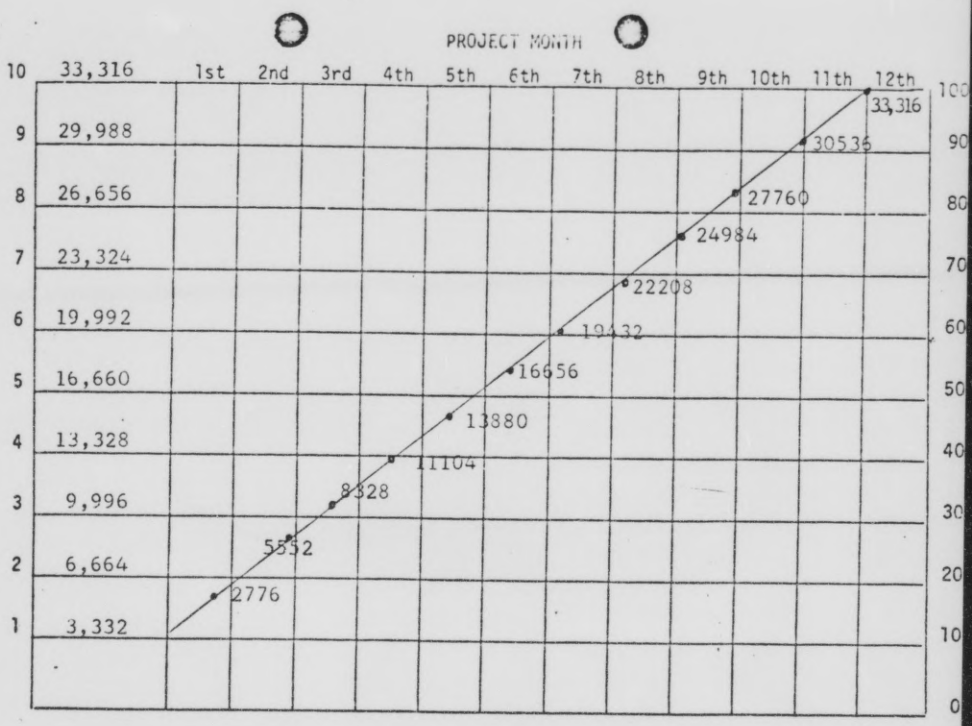
C. $10,802 (cash) This amount is the cash contribution from Yolo County funds which will be expended toward salaries and employee benefits, travel, consultant services, and supplies and operating expenses.

D. $ 3,552 (in-kind) This amount represents one-half of a Stenographer Clerk II's salary. Since the Steno Clerk II will be appointed from the existing staff of the Yolo County Probation Department and will serve one-half of her work time in that capacity, this figure has been computed by allocating one-half of her salary.

E. $ 1,586 (in-kind) As mentioned above, this amount is for administrative overhead computed at 5% percent of the total project cost of $31,720.

F. $1,309 (in-kind) This amount represents the total in-kind matching funds for employee benefits.

Micro Fiched



Micro Fiched

25. Other Sources of Funding

DATE	AGENCY REQUESTED	FUNDS REQUESTED	STATUS OF REQUEST
4-13-72	Cal. Youth Auth.	$ 4,500	Approved 5-31-72
4-73	Cal. Youth Auth.	$ 4,500	Money will be requested in 1973-74 Subsidy proposal
9-26-72	County of Yolo	$10,802	See Section 26
		$	
		$	
		$	

II

27. Problem Background

In Yolo County the Mexican-American population is approximately twenty percent. The total number of referrals to the Probation Department as well as active cases at any one time also remains fairly consistent in the twenty percent range. The hiring of two Mexican-American Probation Aides in January 1971 has been the first significant effort to deal with this segment of our population and the cultural and language problems inherent in this cross section of society. Although this action has greatly reduced cultural and language barriers between the Probation Department and the community it serves, the plight of Mexican-Americans in Yolo County needs elaboration. The 1970 federal census report makes note of this economic disparity between races.

Micro Fiched

The median income of all families in Yolo in 1970 was $9,482. However the median income of Mexican-American families was $7,630, almost $2,000/yr less than Anglo families. In Woodland, the total unemployment rate was 6.2 percent, yet the jobless rate among Mexican-Americans for the same period (1970) was 13.7 percent. Education figures show the median length of schooling completed in the County was 12.4 years among the total population whereas the median length among Mexican-Americans was 9.9 years. The census also indicated 61.6 percent of the population of the County graduated from high school, whereas only 38 percent of Mexican-Americans have graduated. The attachment at the end of this section will give some idea of the types of cases that were handled during the first years operation.

The Probation Aides have met with some success in locating jobs for Mexican-American Juvenile Probationers principally through the continued cooperation of the local Neighborhood Youth Corps. The largest single problem area appears to be the inability of Mexican-Americans to effectively deal with the "system" which

is almost totally Anglo oriented. As has been the case in recent years there are still not any Mexican-American Probation Officers within the Yolo County Probation Department. Thus, by necessity the Probation Aides are filling this void in probation services. (attachment)

Micro Fiched

III

28. Project Objectives

Primary Objective

The specific objective of the program remains to improve probation services in respect to Mexican-American probationers and their families. We will attempt to continue to enrich our understanding of the Mexican-American people, to become more aware of the needs of the local Mexican-American community and by so doing to provide better service to these needs. We would expect as a by-product of increased services to Mexican-American Probationers that their attitudes toward authority in general and probation specifically would strengthen. We would also expect that as the success of the program becomes known that other governmental agencies within Yolo County would initiate similar programs in order to provide better service to the Mexican-American community.

Micro Fiched

Secondary Objective

A secondary objective would be to establish an adequate source of potential deputy probation officers from the Mexican-American community. The probation aides are both enrolled in college and carry a near full load of scholastic classes. The aides will not have completed their B.A. degrees prior to the completion of the program in December 1973. However, it may be possible to waive the degree requirement for Deputy Probation Officers in lieu of their three years experience and bi-lingual talents with the understanding they continue work toward the degree requirement.

IV

29. Approach For Achieving The Objectives

During the first two years operation of the program it has become increasingly obvious that the Key to success has been community involvement. They are becoming increasingly known by the public, schools and governmental agencies within Yolo County. With this awareness has come trust, increased communication and hopefully an increase in the efficiency of our services.

One of the aides is presently involved in an East Yolo Citizens Committee investigating alleged discriminatory practices of the Yolo County Sheriff's Office toward Mexican-Americans in the East Yolo area. Due to his excellent relationship with both members of the Sheriff's Office, as well as the Mexican-American community his services as a buffer and liason between the two groups could prove most valuable.

The other probation aide is starting a series of group meeting at Woodland Junior High School consisting of 8-10 Mexican-American students (half of which are assigned to his caseload), the principal, a school counselor and himself. The goal of said meetings will be to establish a line of communications between school personnel, Mexican-American students, and the probation department. Thus far the three factions are most enthusiastic about the possibilities of this exchange. Also this aide has helped organize a Mexican-American family nite at the Woodland Junior High School with the goal being getting to know school personnel and who to contact on particular problems.

Micro Fiched

During the third years operation the aides will continue to carry a caseload of approximately twenty cases and will have total responsibility for these cases including statistics and all Court work. They will continue their role as consultant as needed with the entire probation staff. Heretofore, the aides have not

been able to allot the necessary time to explore the use of volunteer due to their many other responsibilities. It is anticipated that the third years operation will include some experimentation in this area, as it is felt the use of Mexican-American Volunteers would strengthen the program and the department.

Micro Fiched

V

30. Statement of Work and Work Schedule:

The Probation Aides are presently providing services similar to Deputy Probation Officer with the obvious advantage of knowing the Culture and Language of our Mexican-American probationers. As mentioned previously the aides will have total responsibility for their cases including Court work. The rationale behind this decision is to eliminate duplication of work as well as providing additional training and responsibility for the aides in preparation for full professional standing. It should be noted that although their caseload responsibilities will be essentially the same as Deputy Probation Officers they will not be expected to perform with the same degree of expertise as Deputy Probation Officers. The following examples would be considered typical tasks of a Probation Aide:

Micro Fiched

1. Recruit and service Mexican-American foster homes.
2. Aid Mexican-American probationers in finding employment either through direct contact with potential employers or through referral to appropriate agencies.
3. Locate and utilize tutors for Mexican-American probationers.
4. Develop field trips as part of a cultural enrichment program.
5. Act as interpreter for Courts, probation staff, etc.
6. Provide consultant services to probation staff and help staff develop a closer understanding of the Mexican-American culture.
7. Provide individual and family counseling for probationers.
8. Provide group counseling for probationers independently and in conjunction with either school personnel or mental health.

9. Involvement in the Mexican-American community (example) attending meetings of Mexican-American concilio, and serving as a liason between the Mexican-American community and county governmental agencies.

Staffing

The Project Coordinator who will be responsible for the operation of the program, will devote approximately ten hours per week with the remainder of his time being spent in supervising the Special Supervision Unit of the Probation Department. The Probation Aides will work in excess of thirty hours per week on the project while still carrying a heavy load of college credits. The Stenographer Clerk II will devote approximately twenty hours per week handling clerical functions related to the project.

Project Progress

Micro Fiched

Project progress as in the past will be reported via quarterly reports. These reports will reflect a detailed time schedule showing specific tasks completed during the quarter and tasks to be completed during the next quarter.

VI

31. Project Evaluation

The project evaluation is based on and will be designed to test the achievement of the project objectives referred to in Section 28. The primary measure of effectiveness will be the degree of improvement of probation services in respect to Mexican-American probationers and their families as noted by direct feedback from this source.

Micro Fiched

Primary Measure of Effectiveness

We have again contracted with the National Council on Crime and Delinquency, Research Center, Davis, California to aid in the evaluation process. As last year the evaluation will be divided into several parts - measurement of attitudes and measurement of probation outcome. The measurement of attitude will be via a rating scale form of questionnaire. All Mexican-American cases, both adult and juvenile, under the supervision of the Yolo County Probation Department will be surveyed. This survey will show any differences in attitudes at the end of the third year of those cases serviced by Aides as opposed to those without this service.

Secondary Measurement of Effectiveness

Micro Fiched

The second phase of the evaluation will consist of measuring probation outcome. Such factors as number of subsequent referrals to probation, seriousness of offenses while on probation, length of incarceration, probation revocations, etc., will be used as criteria in measuring outcome. This criteria is readily available through the research sheets which have been forwarded to the NCCD Research Center since 1969. Probationers utilizing the services of Probation Aides will be matched against cases not using same as closely as possible by age, race, sex, area of residence, number of prior referrals to probation, etc.

Additionally all probation officers within the department will fill out a questionnaire to register their feelings on the effectiveness of the program. Also a number of community interviews will be conducted in an attempt to gauge the effectiveness of the program in meeting community needs.

The secondary objective of attaining full professional status within the Probation Department can best be measured by their progress in their college classes, both gradewise and units completed. Also their competency on the job can be measured by their performance evaluations administered by their immediate supervisor.

Micro Fiched

26. SUBMISSION OF RESOLUTION

See attached minute order from the Yolo County Board of Supervisors dated October 2, 1972 and letter from Leroy Ford dated September 26, 1972.

Micro Fiched

LEROY FORD, PROBATION OFFICER
P.O. Box 239 95695
916-666-8256

COUNTY OF YOLO

Woodland, California

September 26, 1972

FILED
OCT - 2 1972
LAURENCE P. HENIGAN, Clerk
By [illegible] Deputy

The Honorable J. Dudley Stephens, Chairman
Board of Supervisors of Yolo County
Courthouse
Woodland, California 95695

Micro Fiched

Dear Mr. Stephens:

The Yolo County Probation Department is operating a Mexican-American Probation Aide project funded through the California Council on Criminal Justice. This project, which was developed to deal with language and cultural problems encountered within our department, began in January, 1970 and second year funding runs out December 31, 1972.

The project was originally designed to run for three years although it was necessary to apply for federal grant funds on an annual basis. We have again indicated to the Criminal Justice Planning Advisory Board via a formal letter of intent that we are interested in applying for third year funding. At the advisory board meeting on September 14, 1972 the project was approved for inclusion in the Regional Plan and given a high priority.

Heretofore the project has been funded entirely by federal grant and state subsidy funds. Unfortunately the present policy of the California Council on Criminal Justice dictates that third year funding cannot exceed one quarter of the first year's grant funds which in this case amounts to $3,635. State subsidy will contribute $9,000, leaving the balance of $10,802 to be expended through county funds.

The project has proven to be a most valuable addition to

probation services and it is our contention that our three year commitment to the project should be observed. Therefore we are requesting permission to apply for third year grant funds which would extend the project through December 31, 1972.

Respectfully,

Leroy Ford

LEROY FORD
County Probation Officer

LF:hj

Micro Fiched

PUBLIC EMPLOYEES' RETIREMENT SYSTEM
1416 - 9th St., (P. O. Box 1953)
Sacramento, California 95809
PERS-ACT-6 (2/71)

Yolo County
Agreement No. 73-12

CONTRACT OF YOLO COUNTY

WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM
FOR MAKING A VALUATION AS STATED HEREIN

FILED
APR 16 1973
LAURENCE P. HENIGAN, Clerk
By Pete E. Burke Deputy

By this AGREEMENT made this 8th day of January, 1973, in accordance with and subject to the provisions of the Public Employees' Retirement Law, by and between the BOARD OF SUPERVISORS of the COUNTY OF YOLO hereinafter referred to as Agency, and the Public Employees' Retirement System hereinafter referred to as System, Agency and System agree as follows:

A. Agency herewith retains the services of System to perform the valuation required by Section 20461.1 of the Public Employees' Retirement Law for the purpose of determination by the Board of Administration of the Public Employees' Retirement System of the contributions to be made by Agency under Agency's contract with said Board if the benefits under said contract, described in the attached Exhibit A, are changed as follows:

Micro Fiched

Add item(s) 3.01, 3.03, & 3.04 in Column (e) from the description in Exhibit A to the description in the attached Exhibit B.

B. Agency will pay $ 75.00 to System upon completion of the valuation, such fee being based on the number of persons and membership categories involved.

C. Any and all data and information requested by System from Agency for use in compilation of this valuation shall be furnished to System by Agency upon request by System. The actuarial tables and procedures to be used in the valuation shall be in accordance with the tables approved by said Board of Administration. System shall have sole control of the valuation and its judgment in the determination thereof shall be final and conclusive. All work sheets and final results and reports, the product of the valuation, shall be and remain the property of the System.

Witness our hands the day and year first above written.

PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
William E. Payne, Executive Officer

COUNTY OF YOLO

BY _____
CHAIRMAN, BOARD OF SUPERVISORS

TITLE COUNTY OF YOLO, STATE OF CALIFORNIA

Amendment

RECEIVED
APR 16 1973
LAURENCE P. HENIGAN, Clerk
By..... Deputy

Approved as to form
Dated JAN 11 1973
CHARLES R. MACK
County Counsel
By _____ Deputy

Contract Status as of January 1, 1971 for YOLO COUNTY Code 0416

Status release number 249

Amended: 1-1-61, 2-1-64, 1-1-71

20493 or 20580 effective Not Applicable Alpha 4080

	(a) Miscellaneous	(c) Fire.	(d) Local Safety CPO
1.0 Coverage:			
1.01 PERS since.	1-1-60*	EXCLUDED	1-1-60
1.02 OASDI since (D=Div., A=All)	A 10-23-52		A 10-23-52
1.03 retro to.	1-1-51		1-1-52
1.04 Former Group A re-employ as	---		XXXX
1.05 Refund retro OASDI adj. contr.	---		---
2.0 Local System.	No		No
2.01 Use age for contr. rates.	---		---
2.02 Employee contr. transferred	---		---
2.03 Retired lives transferred	---		---
3.0 Retirement Formula:			
3.01 Basic Formula	Mod.1/50 XXXXXXXX		Modified** @ Pay @ 55
3.02 Percent for P/S	100%		100%
3.03 Benefit improved to.	Age 53 63		XXXX
3.04 Minimum Retirement Age.	55		50 disc.
3.05 Minimum Guarantee	$100		$100
3.06 Mod 1st $400 for OASDI from	Employment		Employment
3.07 until	Retirement		Retirement
3.08 thereafter 1st $_____ to.	$400 Freeze		$400Freeze
3.09 thereafter 1st $_____ to.	$400 Freeze		$400Freeze
3.10 Ordinary disability formula	1.5%		1.5%
3.11 Disability limit (section).	21297 M		21297 M
4.0 Compensation Average:			
4.01 For P/S benefits.	3H(1-1-60)		3H(1-1-60)
4.02 For C/S Benefits.	3H(1-1-60)		3H(1-1-60)
4.03 Gr. since (date)	1-1-60		1-1-60
4.04 Include overtime.	No		No
5.0 Post-retirement Death Benefits:			
5.01 Lump Sum.	$500		$500
5.02 1/2 continuance (21264)	XXXX No		No
6.0 Pre-retirement Death Benefits:			
6.01 Local System contn credit	---		---
6.02 Local System serv. credit	No		No
6.03 '57 Survivor (21365.5) since.	1-1-71		1-1-71
6.04 '59 Survivor (21380-7) since.	XXXX		XXXX

Entries below apply to all groups

7.0 Special Service:	
7.04 [illegible] with PT fr. C/S (20834.1)	No
7.05 P/S wage other source (20839)	No

8.0 Allowance Increases:	
8.01 To member formula (21251.55)	No
8.02 $100 min. guar. (21253.2).	No
[illegible]	[illegible]
8.05 For 20834.1 service (20834.2).	No
8.06 For 20839 service (20840).	No
[illegible]	[illegible]

Exclusions & Remarks

*Exclusion of hospital employees removed 1-1-61.

**Effective 1-1-71 contract amended to Mod. ½ Pay @ 55 (from 1/2) for all past and future service although a member may elect on amendment date to remain on the 1/2.

EXHIBIT A

Micro Filmed

Ret. Form 956-a (Rev. 1/69)

Contract Status as of _____ for YOLO COUNTY Code _____

Status release number 20493 or 20580 effective _____ Alpha _____

Amended:

	(a) Miscellaneous	(b)	(c) Local Safety Fire.	(d) Local Safety Pol.-CPO	(e) Probation Officers & Juvenile Hall Employees
1.0 Coverage:					
1.01 PERS since.					
1.02 OASDI since (D=Div., A=All) . .					
1.03 retro to.					
1.04 Former Group A re-employ as . .					
1.05 Refund retro OASDI adj. contr .					
2.0 Local System.					
2.01 Use age for contr. rates. . . .					
2.02 Employee contr. transferred . .					
2.03 Retired lives transferred . . .					
3.0 Retirement Formula:					
3.01 Basic Formula					Modified ½ Pay @ 55
3.02 Percent for P/S					
3.03 Benefit improved to					XXX
3.04 Minimum Retirement Age.					50 disc.
3.05 Minimum Guarantee					
3.06 Mod 1st $100 for OASDI from .					
3.07 until					
3.08 thereafter 1st $_____ to .					
3.09 thereafter 1st $_____ to .					
3.10 Ordinary disability formula . .					
3.11 Disability limit (section). . .					
4.0 Compensation Average:					
4.01 For P/S Benefits.					
4.02 For C/S Benefits.					
4.03 Gr. Since (date).					
4.04 Include overtime.					
5.0 Post-retirement Death Benefits:					
5.01 Lump Sum.					
5.02 1/2 continuance (21264)					
6.0 Pre-retirement Death Benefits:					
6.01 Local System Contr. credit. . .					
6.02 Local System serv. credit . . .					
6.03 '57 Survivor (21365.5) since. .					
6.04 '59 Survivor (21380-7) since. .					

Entries below apply to all groups

7.0 Special Service:	
7.05 P/S wage other source (20839)	

8.0 Allowance Increases:	
8.02 $100 Min. guar. (21258.2). . .	
8.03 '55 to pre-3 yr. ave. (21251.4)	
8.04 '57 to pre-7/2/56 ret (21251.5)	
8.05 For 20834.1 service (20834.2)	
8.06 For 20839 service (20840). . .	
8.07 '63 to pre-1-1-62 ret (21251.6)	
8.08 '68 to pre-1-1-67 ret (21251.75)	

Exclusions & Remarks

EXHIBIT A

Micro Fiche

PERS-ACT-556 (2/72)

FILED
JAN - 8 1973
LAURENCE P. HENIGAN, Clerk
By PETE E. LUCAS
Deputy

Yolo County
Agreement No. 73-13

CERTIFICATE OF
ACKNOWLEDGMENT OF POSSESSION

I hereby acknowledge that, pursuant to the request of the Secretary of the Interior, acting by and through the Regional Director, Bureau of Outdoor Recreation in a letter dated December 29, 1972, the County of Yolo agrees to assume possession of the property, Portion, Davis Communications Annex, D-Calif-1023 (more fully described in this County's Application for Federal Surplus Property for Public Park or Recreational Purposes, dated September 26, 1972), effective on the 15th day of January, 1973 at 12:01 o'clock a.m.

County of Yolo

BY _____
Chairman, Board of Supervisors
Yolo County, State of California

Date Signed January 8, 1973

FILED
JAN 18 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 73-14

(Amendment to Lease Agreement No. 68-43)

THIS AMENDMENT TO LEASE AGREEMENT made and entered into this 8th day of January, 1973, by and between the COUNTY OF YOLO, a political subdivision, hereinafter called LESSOR, and YOLO SPORTSMEN'S ASSOCIATION, a non-profit corporation, hereinafter referred to as SPORTSMEN,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. The parties hereto entered into a lease dated May 13th, 1968, Yolo County Agreement No. 68-43.
2. SPORTSMEN desire to provide a program of hunter safety for the youth of the County on the leased premises but is financially unable to do so and also pay the real property taxes levied on SPORTSMEN'S possessory interest in said premises.
3. COUNTY desires to facilitate the provision of the hunter safety program in the manner set forth in this agreement.

AGREEMENTS:

1. Said Agreement No. 68-43 is hereby amended by the addition thereto of Paragraph 19 to read as follows:

   19. Taxes. Upon presentation to COUNTY of a paid tax bill therefor, SPORTSMEN may offset against the rent payable hereunder any property taxes levied upon SPORTSMEN'S possessory interest in land but not in personal property or improvements in the said premises. Upon presentation to COUNTY of a paid tax bill therefor, COUNTY shall refund to SPORTSMEN the amount of any property tax already paid levied upon SPORTSMEN'S said possessory interest in the land excluding personal property and improvements comprising the leased premises.

2. This amendment shall be effective commencing with the 1972-1973 tax year and shall remain in effect so long as SPORTSMEN continue to provide a standard program of hunter safety for the youth of the County of Yolo on the premises.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date hereinabove set forth.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

Micro Fiched

YOLO SPORTSMEN'S ASSOCIATION,
a non-profit corporation

BY _____
President

BY _____
Secretary

FILED

JAN 23 1973

LAURENCE P. HENIGAN, Clerk

By Barbara A. Rodgers

AGREEMENT NO. 73-15

THIS AGREEMENT by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and FRANK B. CLENDENEN, doing business as CLENDENEN & ASSOCIATES, hereinafter referred to as CONTRACTOR,

W I T N E S S E T H:

Micro Fiched

RECITALS:

1. COUNTY desires to obtain engineering advice on water matters and desires representation by a consulting engineer in water matters before public and private agencies.
2. CONTRACTOR desires to provide such consulting engineer services.

AGREEMENTS:

1. In consideration for the covenants of COUNTY, CONTRACTOR promises to perform the following services under the terms and conditions of this agreement:
   A. To provide engineering advice to the County of Yolo and its Board of Supervisors upon water matters pertaining to Yolo County, including the following:
      1) Matters pertaining to the water resources of Yolo County, present and future.
      2) Matters outside the boundaries of the County which may have a bearing upon the County of Yolo and its water resources.
   B. To represent the County as to such matters before the agencies listed below as follows:
      1) The agencies before whom representation is to be provided are as follows:
         U. S. Department of Reclamation
         California Department of Water Resources

and its divisions

U. S. Corps of Engineers

Federal Water Quality Control Administration

U. S. Soil Conservation Service

California Division of Soil Conservation

California Water Resources Association

State Water Resources Control Board

State Reclamation Bureau

Eel River Association

Sacramento Westside Canal Association

Yolo County Water Resources Board

Micro Fiched

California Central Valleys Flood Control Assn.

California Senate and Assembly Water Committees

Meetings of any political subdivision within the County of Yolo as requested by the Board of Supervisors or the County Executive.

2) Presentations and policy statements shall be made only with prior approval of the Board of Supervisors.

3) Such representation shall be provided by Dr. Frank B. Clendenen or Dr. Verne H. Scott, except that other qualified engineers may act as a Yolo County representative subject to approval by the County Executive in advance.

4) There shall be submitted to the Board of Supervisors and County Executive of COUNTY a monthly report upon such appearances as to matters affecting the County of Yolo.

2. In consideration of the covenants of CONTRACTOR, COUNTY promises under the terms and conditions of this agreement to pay CONTRACTOR as full compensation for the services rendered hereunder, the sum of ONE THOUSAND DOLLARS ($1,000) per month.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

A. Term. The term of this agreement is one year commencing

on January 1st, 1973; however, either party may terminate this agreement upon thirty days' written notice to the other.

B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 8th day of January, 1973.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

Micro Fiched

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

FRANK B. CLENDENEN, doing business as CLENDENEN & ASSOCIATES

BY _____

FILED
MAR - 2 1973
LAURENCE P. KINGSLEY, Clerk
By

AGREEMENT NO. 73-15 A

L E A S E

THIS LEASE made and entered into this 15th day of January, 1973, by and between the 500 FIRST STREET MEDICAL OFFICE BUILDING COMPANY, a partnership, hereinafter called LANDLORD, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called TENANT,

W I T N E S S E T H:

1. Description. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions set forth those certain premises situated on the Southwest corner of the intersection of First Street and Lincoln Avenue in the City of Woodland, State of California, more particularly described as follows:

Micro Fiched

Beginning at the Northeast corner of Lot 21 of Sibley's Addition to the Town (now City) of Woodland, as shown on the Map of said Addition, filed for record in the office of the County Recorder of the County of Yolo, in Book I of Deeds, at page 296, (said point of beginning being also the point of intersection of the south line of Lincoln Avenue, with the west line of First Street,) and running thence south along the west line of First Street, 146-1/4 feet, more or less, to the northeast corner of the property conveyed, by W. W. Brownell and Harriet V. Brownell to Ester M. Leithold by Deed recorded in Book 60 of Deeds, at page 317; thence west along the north line of property of Ester Leithold, 166 feet, more or less, to the east line of an alley; thence north along the east line of said alley, 146-1/4 feet to the northwest corner of Lot 21 of said Sibley's Addition and the south line of Lincoln Avenue; thence east along the south line of Lincoln Avenue; 166 feet, more or less, to the point of beginning.

2. Term.

a. Duration. The term of this lease shall be for a period

of five (5) years, hereinafter referred to as "original term".

b. Commencement. The term shall commence on March 1st, 1973.

c. Right of Entry. By executing this lease, LANDLORD hereby gives its consent for TENANT to enter the premises at any time prior to the commencement of the term of this lease for the sole purpose of doing minor remodeling to the interior of the premises, such remodeling to include, but not be limited to, light fixture alterations and interior painting. For any additional interior remodeling that may be required during the term of the lease, TENANT shall perform such remodeling at its own expense after securing the written permission from LANDLORD.

Micro Fiched

3. Rent. TENANT shall pay to LANDLORD a monthly rental of ONE THOUSAND TWO HUNDRED DOLLARS ($1,200) payable on the first day of each succeeding month commencing on the first day of March 1973, and continuing throughout the term of this lease.

4. Utilities. TENANT shall pay all charges for utilities including telephone, electricity, gas, heat, air cooling, water, and sewer.

5. Repairs, Maintenance, Waste, and Alterations.

a. Repairs and Maintenance. LANDLORD shall maintain at its sole cost and expense the structural parts of the roof of the building, including painting outside walls as necessary. LANDLORD shall pay for that portion of the cost of any repairs to the heating and air conditioning system which exceeds ONE HUNDRED DOLLARS ($100). TENANT shall pay for all regular periodic maintenance and repair costs of the heating and air conditioning systems up to ONE HUNDRED DOLLARS ($100). TENANT shall also pay for any plumbing repairs that may be necessary, as well as all interior painting and other repairs to the interior of the

building which may become necessary during the term of the lease. TENANT shall maintain the yard and the grounds at its own expense.

b. Waste and Alterations. TENANT will not commit, or suffer to be committed, any waste upon said premises, or any public or private nuisance, and TENANT will not make or suffer to be made any alterations of the premises or any part thereof without the written consent of LANDLORD first had and obtained; provided, however, that TENANT may remove any fixtures installed by it.

6. Insurance. LANDLORD shall maintain at its own expense adequate fire insurance for the building.

Micro Fiched

7. Damage or Destruction.

a. Total Destruction. In case the improvements located on the premises shall be totally destroyed, this lease shall terminate.

b. Termination on Partial Destruction. In case the greater part of the improvements located on the premises shall be damaged or destroyed, TENANT may elect within thirty (30) days and after such damage or destruction to terminate this lease.

c. Restoration on Partial Destruction. In case the improvements located on the premises shall be destroyed and TENANT does not elect to terminate this lease, the premises shall be repaired or rebuilt as speedily as possible at the expense of LANDLORD, and, should there be a substantial interference with TENANT'S use of the premises, a just and proportionate part of the fixed rent shall be abated until the premises are repaired or rebuilt.

8. Property Taxes. During the term of this lease, LANDLORD shall pay all property taxes for the premises up to and including the amount of the property taxes for the 1972-73 tax year. If the

amount of the property taxes at any time during the term of this lease is increased, TENANT shall pay the amount of all property taxes in excess of the amount of the property taxes paid for the 1972-73 tax year.

9. Option.

a. Renewal Option. LANDLORD hereby grants TENANT a renewal option to renew this lease for an additional term of five (5) years from and after the expiration of the original term. Rent for the additional term shall be determined by negotiation.

Micro Fiched

b. Exercise. The option granted herein must be exercised by TENANT by delivery to LANDLORD of written notice of exercise of option not less than six (6) months prior to the expiration of the original term.

c. Terms and Conditions. Except as set forth in this paragraph, the option shall be upon the same terms and conditions as set forth in this instrument.

10. Conditional Limitations. Each term and each provision of this lease shall be construed both a covenant and a condition.

11. Binding on Successors. The terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:
LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

500 FIRST STREET MEDICAL OFFICE BUILDING COMPANY, a partnership

BY Ray E Nickels M D

BY H S Kleeman MD

J W Monson MD

J C Runnion

Micro Fiched

To:

Auditor
Public Works
Paul Elliott
Planning
Co. Counsel

BOARD OF SUPERVISORS
Yolo County, California

Date: January 15, 1973
Entry No. 30

File:

SUBDIVISIONS - NO. 2149

SEE:
AGREEMENT BOOK NO. 21

MINUTE ORDER NO. 73-75 : APPROVED AGREEMENT NO. 73-16 WITH PAUL ELLIOTT, ETAL FOR CERTAIN SUBDIVISION IMPROVEMENTS FOR THAT AREA KNOWN AND REFERRED TO AS PARCEL MAP NO. 2149 AND AUTHORIZED THE CHAIRMAN OF THE BOARD OF SUPERVISORS TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Espigares, seconded by Supervisor Stephens, and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Stephens, Marchand, Duncan, Espigares, Edmonds.

Noes: None.

Absent: None.

ORIGINAL

FILED

FEB - 6 1973

LAURENCE P. HENIGAN, Clerk

By Barbara A Rodgers

AGREEMENT NO. 73-16

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of January, 1973, by and between ESS INVESTMENTS, hereinafter referred to as "Subdivider", and the COUNTY OF YOLO, hereinafter referred to as "County".

WHEREAS, the subdivider proposes to subdivide and develop that area known and referred to as Parcel Map No. 2149 and has presented plans and specifications for the development thereof.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. That Subdivider will develop said Parcel Map No. 2149 in accordance with said plans and specifications and complete the same within 12 months after the date hereof in good and workmanlike manner, and upon completion relinquish said improvements to the agency of jurisdiction as agreed upon herein.

2. That Subdivider reserves the right to modify said plans and specifications as the development progresses, with written approval of the Director of Public Works of the County, should unforeseen conditions occur which may require such modifications.

3. That Subdivider shall, upon execution of this agreement, pay to the County the sum of $245.42 to cover the cost of inspection of the improvements herein provided as such inspection is required by the County.

4. That Subdivider shall indemnify and hold harmless the "County" from any and all loss, damage, or liability resulting from "Subdivider's" performance or non-performance of his duties under this Agreement, or from negligence of himself or his agents, servants and employees, and all action or causes of action filed by any person or persons claiming damage caused by the development of said Parcel Map No. 2149

5. That Subdivider shall notify the Director of Public Works of the commencement of the work of improvements.

6. That Subdivider will furnish County evidence acceptable to County of insurance, insuring County against claims for personal liability and property damage in the sum of $100,000 and $ 50,000 .

RECEIVED

JAN 8 1973

YOLO COUNTY DEPT. OF PUBLIC WORKS

7. That the completion of the development of said _____ shall be the date as of which the Board of Supervisors shall, by resolution duly passed and adopted, accept said improvements according to said plans and specifications, as modified, if such modification is required under the terms hereof, and the Subdivider is notified thereof in writing. Neither passage of said Resolution hereinabove referred to, nor periodic or progress inspection or approval shall bind the County to accept said improvements, or waive any defect in the same or any breach of this agreement. Acceptance of any part or stage of said improvement shall not be final until the written notice of final acceptance of all the improvements shall have been delivered to the Subdivider as required herein.

8. That the Subdivider agrees to remedy any defects in the improvement arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

9. If the construction of the work or improvement should be delayed without fault of "Subdivider", the time for the completion thereof may be extended by the "County" for such period of time as the "County" may deem reasonable.

10. That should the Subdivider fail to construct said improvements, repairs, or corrective work within the time or times specified in this agreement, the County may, at its option, complete the same and recover the cost thereof from the Subdivider.

11. The "Subdivider" shall obtain and file with the County a good and sufficient "Improvement Security" in favor of the County of Yolo and in a form approved by the County pursuant to Chapter 2, Article 9 (Section 11612) of the Business and Professions Code. The amounts of each of the said "Improvement Securities" shall be not less than fifty percent (50%) of the estimated cost of the public improvements including incidentals.

12. The procurement and delivery of said "Improvement Security" shall be a condition precedent to the approval of the final subdivision map and to the promise of the County herein.

13. It is mutually understood and agreed that when the work of improvement is accepted as defined herein, fifteen percent (15%) or five hundred dollars ($500.00), whichever is greater, of the "Improvement Security" shall be retained by the County to guarantee the faithful performance of the provisions of paragraph 8 of this agreement.

14. Where title to the subdivided property is held by the record owner thereof under a holding Agreement, this Agreement and the "Improvement Security" given pursuant thereto may be executed by the real party or parties in interest.

15. Any extension of time hereunder shall not operate to release the surety on the Improvement Security filed pursuant to this Agreement. In this connection the security waives the provisions of Section 2819 of the Civil Code of the State of California.

IN WITNESS WHEREOF, the parties have hereto set their signatures as of the date first abovenamed herein.

COUNTY OF YOLO

By _____
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
CLERENCE P. HENIGAN
County Clerk

By Barbara Rodgers

ESS INVESTMENTS

By Paul Elliott

By Raymond L Hurst

By John C Schmitt

Recommended for approval to the Board of Supervisors of the County of Yolo:

_____
Director of Public Works

Approved as to form _____
County Counsel

2-5-73

RECEIVED
JAN 5 1973
YOLO COUNTY
DEPT.
OF PUBLIC WORKS

FILED
MAR 2 6 1973
LAURENCE P. HINIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 73-17

(Lease)

This Lease made and entered into this 15th day of January, 1973, by and between the COUNTY OF YOLO, hereinafter referred to as TENANT, and ANDERSON BROTHERS, a partnership composed of WALTER ANDERSON and LINFORD L. ANDERSON, hereinafter referred to as LANDLORD.

W I T N E S S E T H:

WHEREAS, LANDLORD represents and warrants that it is the LANDLORD in fee simple of the land described in Exhibit "A", which Exhibit is attached hereto and made a part hereof by reference; and

WHEREAS, LANDLORD and TENANT desire to enter into this Lease Agreement so that TENANT may use the property as a refuse collection center for the convenience of the residents of the East Yolo area.

AGREEMENTS:

1. Description. LANDLORD hereby leases to TENANT, and TENANT hereby hires on the terms and conditions set forth herein certain premises described in Exhibit "A".

2. Term. The term of this Lease shall be for a period of six months commencing on the 15th day of January, 1973, and thereafter this Lease shall be automatically renewed for successive periods of one month until such time as either party may terminate this Lease by written notice to the other party at least thirty (30) days prior to the expiration of the term or any renewal term.

3. Rent. TENANT shall pay to LANDLORD a monthly rental of One Hundred and Fifty Dollars ($150.00), payable beginning with the commencement of this Lease and on

the first day of each succeeding month thereafter during the term of the Lease.

4. Equipment. TENANT shall have the right to erect, operate, and maintain on said premises such equipment as may be necessary for the handling and sorting of the refuse collected.

5. Property taxes. During the term of this Lease, LANDLORD shall pay all property taxes for the premises.

6. Claims for injury. If TENANT exercises the rights and privileges herein, then TENANT agrees to hold LANDLORD harmless from all claims for injury to persons or damage to property resulting from TENANT'S operation on the premises.

7. On-duty attendant. TENANT hereby agrees that when a refuse collection center is established on the premises, TENANT shall have an attendant on duty at the collection center at all times during operating hours.

8. Conditional limitations. Each term and provision of this Lease shall be construed both a covenant and a condition.

9. Binding on successors. The terms and provisions of this Lease shall be binding and upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of LANDLORD and TENANT.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first-above written.

COUNTY OF YOLO, a political subdivision of the State of California,

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ANDERSON BROTHERS, a partnership

BY _____
WALTER ANDERSON

BY _____
LINFORD L. ANDERSON

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

EXHIBIT "A"

A parcel of land being a portion of the one acre and eleven acre parcels of land show on the Record of Survey filed in Book 5 of Maps and Surveys at Page 37, Yolo County Records, said parcel being more fully described as follows:

BEGINNING at the Northeast corner of said one acre parcel;

THENCE South 15°14'00" East 216.69 feet along the East line of said one acre parcel; thence South 10°47'00" East 492.31 feet to the Northerly right of way line of Interstate Route 80; thence South 83°25'55" West 150.00 feet along said right of way line; thence North 10°47'00" West 150.00 feet; thence North 83°25'55" East 129.99 feet; thence North 10°47'00" West 341.54 feet; thence North 15°14'00" West 215.76 feet to a point in a non-tangent curve in the Southerly right of way line of West Capitol Avenue, a radial line thru said point bears North 11°38'27" West; thence Easterly along said curve, concave to the South, with a radius of 2950.00 feet, thru a central angle of 00°23'11", an arc length of 20.02 feet to the point of beginning.

FILED
MAR - 5 1973
LAURENCE P. HENGAN, Clerk
By [signature] Deputy

AGREEMENT NO. 73-18

(Agreement for Evaluation, Consultation, and Data Analysis Services for the Mexican-American Case Aide Project)

THIS AGREEMENT, dated this 22nd day of January, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and the NATIONAL COUNCIL ON CRIME AND DELINQUENCY, herinafter called CONTRACTOR,

W I T N E S S T H:

RECITALS:

1. COUNTY has established and is operating the Mexican-American Case Aide Project.
2. COUNTY desires to retain the services of CONTRACTOR for the purposes of furnishing evaluation services in connection with COUNTY's Mexican-American Case Aide Project.

AGREEMENTS:

1. In accordance with the terms and conditions of this Agreement, CONTRACTOR agrees to provide evaluation, consultation, and data analysis services for Mexican-American Case Aide Project on the following basis:

a.	Personnel	$ 1,400
b.	Data Processing & Equipment Rental	200
c.	Supplies and Postage	150
d.	Travel	53
e.	Other/Miscellaneous	200
f.	Agency Overhead (35.5% of Salaries and Wages)	497
	Total	$ 2,500

2. In consideration, COUNTY agrees to pay the stipulated sum of TWENTY FIVE HUNDRED DOLLARS ($2500) as follows:

   a. ONE THOUSAND DOLLARS ($1000) within one month of time of the execution of this Agreement;

   b. FIVE HUNDRED DOLLARS ($500) payable May 1, 1973;

   c. FIVE HUNDRED DOLLARS ($500) payable October 1, 1973;

   d. FIVE HUNDRED DOLLARS ($500) payable upon proof satisfactory to COUNTY that CONTRACTOR has incurred expenses under this agreement.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

   a. The term of this Agreement shall commence on the 1st day of January, 1973, and shall terminate on December 31, 1973.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

NATIONAL COUNCIL ON CRIME AND DELINQUENCY

BY _____
Vice

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

Approved as to Form

Dated .....

County Counsel of Yolo County

RECEIVED
FEB - 1 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
FEB - 1 1973
LAURENCE P. HENIGAN
By Barbara A. Rodgers

AGREEMENT NO. 73-19

(Extension of Lease)

This Extension of Lease made and entered into this 22nd day of January, 1973, by and between VERA O. PARTAIN of 757 Sutter Street, San Francisco, California, hereinafter designated as PARTAIN, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as COUNTY,

W I T N E S S E T H:

RECITALS:

1. The parties hereto entered into Yolo County Agreement No. 71-645, a Lease dated December 6, 1971, whereby PARTAIN leased to COUNTY all of the building located at 702 Main Street, Woodland, California, for a period of one year, commencing on February 1, 1972, at a monthly rental of Eight Hundred Dollars ($800.00) per month, payable in advance by mailing said sum to 757 Sutter Street, San Francisco, California.

2. The parties desire to extend the term of said Lease.

AGREEMENTS:

1. IT IS HEREBY AGREED by PARTAIN and COUNTY that the term of said Agreement No. 71-645 is hereby extended for the term of one month commencing on the first day of February, 1973.

2. In all respects, the terms of said Agreement No. 71-645 are hereby ratified and confirmed and PARTAIN and COUNTY shall be obligated thereby during the term of this Extension of Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Extension of Lease in the day and year first-above written.

/////

COUNTY OF YOLO, a political subdivision of the State of California,

BY _____
Vice CHAIRMAN OF THE BOARD OF SUPERVISORS

VERA O. PARTAIN,

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

RECEIVED
FEB - 1 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
FEB - 1 1973
LAURENCE P. HENIGAN, Clerk
By Barbara Rodgers

AGREEMENT NO. 73-20

(Extension of Lease)

This Extension of Lease made and entered into this 22nd day of January, 1973, by and between the IOOF HALL ASSOCIATION, hereinafter designated as Party of the First Part, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter designated as the Party of the Second Part,

W I T N E S S E T H:

RECITALS:

1. The parties hereto have entered into Yolo County Agreement No. 66-78, a Lease dated October 10, 1966, whereby the Party of the First Part leased to the Party of the Second Part the ground floor of the building designated as 725 Main Street, Woodland, California for a period of three years. Said Lease was renewed for a period of three years commencing January 1, 1970, which period expired on December 31, 1972. The rent for the Lease was Three Hundred Dollars ($300.00) per month payable in advance at Woodland, California, provided that in the event that property taxes on the premises were increased after the taxable year 1967-1968, the monthly rental was to be increased accordingly as of the first day of July of any such year.

2. The parties desire to extend the term of said Lease.

AGREEMENTS:

IT IS HEREBY AGREED by the Party of the First Part and the Party of the Second Part that the term of said Agreement No. 66-78 is hereby extended on a month to month basis commencing on January 1, 1973. When either party wishes to terminate this Extension of Lease, that party shall give written notice of termination to the other party at least sixty (60) days prior to the date of termination.

2. In all other respects, the terms of said Agreement No. 66-78 are hereby ratified and confirmed and the Party of the First Part and the Party of the Second Part shall be obligated thereby during the term of this Extension of Lease.

IN WITNESS WHEREOF, the parties hereto have executed the Extension of Lease the day and year first-above written.

COUNTY OF YOLO, a political subdivision of the State of California,

BY _____
Vice- CHAIRMAN OF THE BOARD OF SUPERVISORS

IOOF HALL ASSOCIATION,

BY _____

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers Deputy

(SEAL)

FILED
JAN 22 1973
LAURENCE P. HENIGAN Clerk
By..... Deputy

AGREEMENT NO. 73-21

THIS AGREEMENT made this 22nd day of January, 1973, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and HUNT-WESSON FOODS, INC., a corporation, HUNTILEASE, INC., a corporation, PROFOOD CORPORATION, a corporation, and PROFOOD TWO CORPORATION, a corporation, hereinafter referred to as TAXPAYERS,

W I T N E S S E T H :

RECITALS:

1. The Assessor of COUNTY has found the full cash value of TAXPAYERS' machinery and equipment as of lien date 1972 and has made 1972 assessments thereon based upon the cost factors and percent good factors published by the State Board of Equalization employing a twenty-year useful life and without recognizing any effect on value of the cost of restoring the equipment to operating condition.

2. TAXPAYERS assert that these assessments are based on values in excess of full cash value in that the useful life of the equipment is only fifteen years and that a further allowance should be made for the cost of restoring the equipment to operating condition, and for 1972 have filed Applications Nos. 49, 50, 51, and 52 before the Yolo County Board of Equalization raising these two issues.

3. The two issues of "useful life" and "cost of restoring to operating condition" for similar machinery and equipment were raised by some of TAXPAYERS as to 1968 assessments by COUNTY, were heard by the Yolo County Board of Supervisors sitting as a County Board of Equalization, and were decided against those TAXPAYERS. Those TAXPAYERS thereupon commenced Action No. 24600 in the Yolo County Superior Court, an action for a tax refund raising the

issues of "useful life" and "cost of restoring to operating condition" as the eighth and tenth causes of action, respectively. The Superior Court's Judgment in Action No. 24600 was entered on May 24, 1972, and is now on appeal to the Third Appellate District of the Court of Appeal as No. 3/Civil 13759.

4. TAXPAYERS and COUNTY desire to resolve the "useful life" and "cost of restoring to operating condition" issues presented by the 1972 Applications Nos. 49, 50, 51, and 52 in accordance with the determination made in No. 3/Civil 13759.

5. In addition to the issues of "useful life" and "cost of restoring to operating condition" raised by all four applications, Application No. 49 raises an issue regarding the valuation of inventory and supplies. The Assessor of COUNTY and TAXPAYERS are currently discussing the proper method of valuing TAXPAYERS' inventory and supplies for 1972 and future years, and said Assessor and TAXPAYERS hope by these discussions to resolve the issue regarding inventory and supplies for 1972 without a contested hearing.

AGREEMENTS:

1. No equalization hearing will be held on the "useful life" or "cost of restoring to operating condition" issues raised in the 1972 applications for reduction in assessment filed by Hunt-Wesson Foods, Inc., Huntilease, Inc., Profood Corporation, and Profood Two Corporation, until after judgment is final on the eighth and tenth causes of action raised by TAXPAYERS' complaint in Superior Court No. 24600.

2. If such a judgment provides for a refund of 1968-69 taxes to plaintiff Hunt-Wesson Foods, Inc. pursuant to the eighth cause of action, then, within thirty days of

making said refund, the COUNTY will make a further refund of TAXPAYERS' 1972-73 taxes in the amount of $12,115.82, together with interest thereon at the rate provided by law from August 31, 1972, plus $22,638.21, together with interest thereon at the rate provided by law from December 10, 1972.

3. If such a judgment provides for a refund of 1968-69 taxes to plaintiff Hunt-Wesson Foods, Inc., pursuant to the tenth cause of action, then, within thirty days of making said refund, the COUNTY will make a further refund of TAXPAYERS' 1972-73 taxes in the amount of $929.96, together with interest thereon at the rate provided by law from August 31, 1972, plus $1,789.75, together with interest thereon at the rate provided by law from December 10, 1972.

4. If such a judgment provides for a remand to the County Board of Equalization on the 1968 assessments involved in the eighth cause of action, then the issue of "useful life" in the 1972 applications will also be presented to the Board at the hearing on remand.

5. If such a judgment provides for a remand to the County Board of Equalization on the 1968 assessments involved in the tenth cause of action, then the issue of "cost of restoring to operating condition" in the 1972 applications will also be presented to the Board at the hearing on remand.

6. If the judgment that becomes final in No. 24600 is for defendants on both the eighth and tenth causes of action, then the 1972 applications, as they relate to the issues of "useful life" and "cost of restoring to operating condition" regarding machinery and equipment,

will be dismissed with prejudice, and applicants will have no further claim with respect to the 1972 assessments of their machinery and equipment.

7. No equalization hearing will be held on the issue regarding the 1972 valuation of inventory and supplies raised by Application No. 49 of Hunt-Wesson Foods, Inc., until after July 1, 1973. If said issue does not become moot as a result of the discussions now in progress between the Assessor of COUNTY and TAXPAYERS, an equalization hearing on the issue regarding the 1972 valuation of inventory and supplies raised by Application No. 49 will be scheduled to be held during the latter half of 1973.

IT WITNESS WHEREOF, the parties have executed this agreement the day and year first above written:

COUNTY OF YOLO, a political subdivision of the State of California

By Wm E. Thomas
Vice-Chairman of the Board of Supervisors

ATTEST:
LAURENCE P. HENIGAN, Clerk

By _____ Deputy.

TAXPAYERS

By V. Judson Klein
Attorney and Agent Before the County Board of Equalization of TAXPAYERS Hunt-Wesson Foods, Inc., Huntilease, Inc., Profood Corporation and Profood Two Corporation

Approved:

Marion F. Baker
Marion F. Baker, Assessor
County of Yolo

Charles R. Mack, County Counsel
County of Yolo

RECEIVED
FEB 28 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
FEB 28 1973
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers

AGREEMENT NO. 73-22

(Agreement to Extend Availability of Information in the Referral Services in the East Yolo Area)

THIS AGREEMENT made and entered into this 29th day of January, 1973, in the State of California, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and UNITED CHRISTIAN CENTER, hereinafter referred to as CENTER,

W I T N E S S E T H:

I. DECLARATION

101. The object of this agreement is to extend the availability of information and referral services to the East Yolo community; to provide for the compilation of a Directory of social, medical, transportation and other services; to coordinate and consolidate volunteer services in the East Yolo area in which welfare applicants, recipients, and former and potential AFDC recipients will be both providers and receivers of said services.

II. DEFINITIONS

201. Definitions. The terms hereafter set forth as used in this agreement have the meanings set forth herein.

202. Information and Referral Services. "Information and Referral Services" means those services described under Chapter 30-001 to 30-007 of the State Department of Social Welfare Regulations.

203. East Yolo Area. "East Yolo Area" means the area of Yolo County which includes the communities of Broderick, Bryte and West Sacramento.

204. Current Recipient. "Current Recipient" is a person

2. County, State and Federal Governments shall have the right to audit all work, records and procedures related to this agreement to determine the extent to which the program is achieving its purposes. The examination will place particular emphasis on (a) the social services component and (b) the underlying internal controls and financial records.

3. COUNTY will notify CENTER in writing within thirty (30) days of any potential federal exception(s) discovered during such examination. Where such findings indicate that program requirements are not met and federal participation in this program may be imperiled, such written notification will constitute COUNTY'S intent to terminate this contract in the event that corrections are not accomplished by CENTER within sixty (60) days.

503. Availability and Retention of Records.

1. CENTER shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of six (6) years from the effective date of this agreement, unless otherwise directed by the COUNTY.

2. Upon request, CENTER shall make available these records to COUNTY, State or Federal Government personnel.

504. Confidentiality.

1. CENTER agrees to require employees and volunteers to comply with the provisions of § 10850 of the Welfare and Institutions Code to assure that:

a) All applications and records concerning any

CENTER shall reasonably require of the "Referral and Certification Forms".

3. Assure that such Referral and Certification Forms at all times comply with the requirements of the State Department of Social Welfare Manual Section 30-009.

4. Make available the services of the training supervisor to train volunteers.

303. Center Responsibility. CENTER agrees to:

1. Compile and maintain a directory of sicial, rehabilitation, health, welfare, and employment services, both public and private, which are available to the residents of Yolo County. CENTER agrees to keep a master directory and update such directory with current information as needed. CENTER further agrees to publish annually a revised version of this directory which publication shall be made available to the general public, including local public and private agencies.

2. Utilize said Referral and Certification Form to classify recipients or volunteer resources. To keep an accurate record of services actually rendered and when a requested service is unavailable to record the fact.

3. Provide a coordinator of volunteers who will recruit, train and supervise volunteers to provide information and referral services to the community.

4. Provide a half-time volunteer coordinator who will recruit, train and supervise volunteers including welfare recipients and coordinate the provision of their services to applicants and recipients of public assistance.

5. Equip and train volunteers, including recipients of public assistance to provide the following substantive services:

1) Emergency transportation for such needs as doctor appointments, shopping trips for the disabled and trips to other service and health agencies.

2) To act as friendly visitors.

3) To secure and distribute emergency food supplies.

4) To secure and distribute clothing.

5) To provide liaison with the health services provided at the Broderick Christian Center and the East Yolo Opportunity House.

IV. INVOICING AND PAYMENTS

401. Maximum Amount. The maximum amount of this agreement shall not exceed $19,966.00.

402. Availability of Funds. Payments for all services provided in accordance with the provisions of this agreement are contingent upon the availability of County and Federal matching funds.

County matching funds	$ 5,992.00
Federal matching funds	14,974.00
Total	$ 19,966.00

403. Method and Conditions of Payment.

1. COUNTY shall pay compensation to CENTER in the amount of full reimbursement of reasonable and proper actual costs of providing services in accordance with and limited by the approved budget therefor, which budget is set forth in Exhibit "B" attached hereto and incorporated by reference herein.

2. All monthly claims shall state number of persons

its employees and volunteers.

506. Agreement to Save Harmless. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CENTER under or in accordance with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4, CENTER shall fully indemnify and hold the COUNTY harmless for any damage or liability occurring by reason of anything done or omitted to be done by CENTER under or in connection with any matter not delegated to COUNTY under this agreement.

507. Bonding.

1. Prior to implementation of this contract, the CENTER shall submit a statement to COUNTY that all officials, employees and agents handling or having access to funds (other than petty cash which is an amount no greater than $25) received or disbursed by CENTER under this contract, or are authorized to sign or countersign checks, are covered by a blanket fidelity bond in the amount of $20,000.
2. If the bond is cancelled or reduced, the CENTER shall notify the COUNTY immediately. In that event, COUNTY may withhold payment to CENTER until it is assured that the proper coverage has been obtained.

508. Nondiscriminatory Services. Within the limits set forth in this agreement, CENTER assures that all goods and services (pursuant to this agreement) shall be available to all persons regardless of sex, race, religion, or ethnic background. No program shall be used, in whole or in part, for religious workshop or

this agreement. In addition, CENTER agrees to provide such fiscal, statistical programs, and other reports, including an annual report, as may be required by COUNTY and as may enable COUNTY to determine whether amounts claimed or amounts paid are in accordance with the provisions of this agreement and to enable COUNTY to comply with any reporting, auditing or evaluation requirements imposed by the State Department of Social Welfare or the Federal Government.

406. Responsibility for Audit Exceptions. It being understood that the COUNTY'S funding source herein is both a County and Federal appropriation, and it being further understood that CENTER is responsible for administering the program as described herein, CENTER agrees to accept responsibility by receiving, replying to and/or complying with any audit exceptions by appropriate State or Federal audit agencies, occurring during the performance of this contract. CENTER also agrees to pay COUNTY the full amount of COUNTY'S liability to the Federal Government resulting from said exceptions.

V. GENERAL PROVISIONS

501. Effective Period and Right of Termination.

1. This agreement is effective for the period of July 1, 1972 through June 30, 1973.
2. Upon sixty (60) days' written notice to the other party, either party may terminate this agreement.

502. Right to Monitor and Audit.

1. County, State and Federal Government shall have the right to monitor all work performed under this agreement to assure that all applicable state and federal regulations are met.

2. County, State and Federal Governments shall have the right to audit all work, records and procedures related to this agreement to determine the extent to which the program is achieving its purposes. The examination will place particular emphasis on (a) the social services component and (b) the underlying internal controls and financial records.

3. COUNTY will notify CENTER in writing within thirty (30) days of any potential federal exception(s) discovered during such examination. Where such findings indicate that program requirements are not met and federal participation in this program may be imperiled, such written notification will constitute COUNTY'S intent to terminate this contract in the event that corrections are not accomplished by CENTER within sixty (60) days.

503. Availability and Retention of Records.

1. CENTER shall maintain and preserve all records related to this agreement in its possession (or will assure the maintenance of such records in the possession of any third party performing work related to this agreement) for a period of six (6) years from the effective date of this agreement, unless otherwise directed by the COUNTY.

2. Upon request, CENTER shall make available these records to COUNTY, State or Federal Government personnel.

504. Confidentiality.

1. CENTER agrees to require employees and volunteers to comply with the provisions of § 10850 of the Welfare and Institutions Code to assure that:

a) All applications and records concerning any

individual made or kept by any public officer or agency in connection with the administration of any provision of the Welfare and Institutions Code relating to any form of public social services for which grants-in-aid are received by this State from the Federal Government will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such public social service.

b) No person will publish or disclose or permit or cause to be published or disclosed any list of persons receiving public social services.

c) No person will publish or disclose or use or permit, or cause to be published, disclosed or used any confidential information pertaining to an applicant or recipient.

2. Liaison Personnel. The parties to this agreement agree that, unless otherwise indicated in writing, the following persons have primary responsibility for liaison and coordination of activities required to carry out this agreement:

For COUNTY: Marie Freeman
350 "C" Street
Broderick, California

For CENTER: John Siden
110 - 6th Street
Broderick, California

3. Addresses. All correspondence, notices, claims, et cetera, will be addressed to the following parties unless otherwise specified in this agreement or may be otherwise agreed by the parties hereto:

//////

To COUNTY: Edward M. Curley
Welfare Director
20 Cottonwood Street
Woodland, California 95695

To CENTER: John Siden
Broderick Christian Center
110 - 6th Street
Broderick, California

505. Insurance.

1. CENTER shall, throughout the period of this contract, provide comprehensive insurance in the amount of $300,000 covering all bodily injury and property damage arising out of its operations of this contract. Said policy shall constitute primary insurance, as to the County, the State and the Federal Governments, and their officers, agents, and employees.

2. CENTER shall provide automobile insurance covering all bodily injury and property liability incurred by CENTER, its employees, volunteers, officers or agents during the performance under this contract with minimum coverage of $50,000 for property liability per accident; $100,000 for each person per accident, but no more than $300,000 per accident blanket coverage. Said policies shall constitute primary insurance, as to the County, the State and the Federal Governments, its officers, agents and employees, so that any other policies held by them shall not contribute to any loss under said insurance. Said policies shall provide thirty (30) days' written notice to COUNTY of cancellation or material change.

3. CENTER shall throughout the period of this agreement maintain in full force and effect a policy of Workman's Compensation Insurance covering all of

its employees and volunteers.

506. Agreement to Save Harmless. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by CENTER under or in accordance with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4, CENTER shall fully indemnify and hold the COUNTY harmless for any damage or liability occurring by reason of anything done or omitted to be done by CENTER under or in connection with any matter not delegated to COUNTY under this agreement.

507. Bonding.

1. Prior to implementation of this contract, the CENTER shall submit a statement to COUNTY that all officials, employees and agents handling or having access to funds (other than petty cash which is an amount no greater than $25) received or disbursed by CENTER under this contract, or are authorized to sign or countersign checks, are covered by a blanket fidelity bond in the amount of $20,000.
2. If the bond is cancelled or reduced, the CENTER shall notify the COUNTY immediately. In that event, COUNTY may withhold payment to CENTER until it is assured that the proper coverage has been obtained.

508. Nondiscriminatory Services. Within the limits set forth in this agreement, CENTER assures that all goods and services (pursuant to this agreement) shall be available to all persons regardless of sex, race, religion, or ethnic background. No program shall be used, in whole or in part, for religious workshop or

instruction.

509. Indemnification. CENTER agrees to indemnify, defend and save harmless COUNTY, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the CENTER in the performance of this contract.

510. Independence of CENTER Personnel Action. The CENTER, and the agents and employees of CENTER, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the County of Yolo.

511. Considerations on Termination. COUNTY may terminate this agreement and be relieved of the payment of any consideration to CENTER should CENTER fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due the CENTER under this agreement, and the balance, if any, shall be paid the CENTER upon demand.

512. Assignability of Contract. Without the written consent of COUNTY, this agreement is not assignable by CENTER either in whole or in part.

513. Alterations of Agreement. No alteration or variation of the terms of this agreement shall be valid unless

made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

514. Fair Employment. The CENTER certifies that goods/services shall be provided without discriminatory emmployment practices based on sex, color, religion, national origin or ancestry. The CENTER further agrees to give written notice of its commitment under this clause to any labor union with which it has a collective bargaining or other agreement and to undertake such affirmative action as will fully implement the purposes of this Code of Fair Practices (or any other statement as required by local regulations).

515. Time. Time is the essence of this agreement.

516. Law Governing Contract. This contract shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto upon the date first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara Rodgers
DEPUTY

(SEAL)

UNITED CHRISTIAN CENTER

BY Charles W. Jenkins
PRESIDENT

BY Irene E. Baumgaertner
SECRETARY

EXHIBIT A

REFERRAL/CERTIFICATION

(Confidential information - for families and individuals refers to E. Y. Volunteers)

Referral initiated on _____, 19____.

By: _____ Agency: _____

Request is for:

PART I (Completed by referring agency)

NAME: Miss / Mr. / Mrs. _____

Address: _____ Town: _____

Case # _____ Phone: _____

Current cash recipient: Yes ☐ No ☐. Former recipient (within 24 mos.):

Yes ☐ No ☐. Medically Needy: Yes ☐ No ☐. Potential AFDC Recipient:

Yes ☐ No ☐ (refer to guideline). Over 65: Yes ☐ No ☐. Disabled: Yes ☐ No ☐.

Minor children in home: Yes ☐ No ☐. None of these: ☐.

Remarks: (List evidence which was presented to substantiate above status).

Example: Medi-Cal Card No. 57-60-0000. _____

_____

_____

PART II (Completed by volunteers): Action taken: _____

_____

_____

_____

PART III - Certification by Welfare (for this contact only):

A. Certified as current ☐ former ☐ potential ☐ MN ☐.
B. Federal eligibility Yes ☐ No ☐.
C. Not certified ☐. Reason: _____

_____

Signature: _____ Date: _____

Complete in triplicate: If referred by other agency-Volunteers complete, send two copies to Welfare. Welfare completes and returns one to Volunteers. If referred by Welfare, sends two to Volunteers with client. Volunteers complete and return one to Welfare.

ATTACHMENT I

BUDGET EXPANDED I & R SERVICES IN THE EAST YOLO AREA

SALARIES		$10,315.00
BENEFITS		208.00
PAYROLL TAXES		1,178.00
	F.I.C.A.	
	Workman's Compensation	
	Unemployment Insurance	
PROFESSIONAL FEES & CONTRACT SERVICE PAYMENTS		4,010.00
	Auditor	
	Bookkeeping Services	
	Administration	
	Secretarial Services	
	Transportation Services	
SUPPLIES		400.00
	Office	
	Building & Grounds	
	Recreation & Crafts	
	Food	
	Medical	
TELEPHONE		300.00
POSTAGE		300.00
OCCUPANCY		2,100.00
	Rental	
	Utilities	
	General Liability Insurance	
LOCAL TRANSPORTATION		600.00
	Mileage Payments	
	Automobile Liability Insurance	
CONFERENCES, CONVENTIONS, MEETINGS, SPECIAL TRIPS		200.00
	Educational Conferences & Conventions	
	Staff & Volunteer Training	
	Staff Meals	
SUBSCRIPTIONS & REFERENCE PUBLICATIONS		30.00
ORGANIZATION DUES		30.00
EQUIPMENT & OTHER FIXED ASSETS		300.00
	Office Equipment	
	Furnishings & Equipment	
	Recreation & Educational Equipment	
	Food Service Equipment	
MISCELLANEOUS		25.00
	Bonding Insurance	
	TOTAL	$19,996.00

ATTACHMENT II

PROPOSAL FOR AN EXPANDED INFORMATION AND
REFERRAL SERVICE IN THE EAST YOLO AREA

JUSTIFICATION: The Broderick Christian Center and the East Yolo Opportunity House for senior citizens serve the community by providing recreation, services and meeting places for the community. As a result, there is much traffic there and persons in and about these centers find themselves approached by individuals and families for help with their problems. This results in calls and referrals to the Welfare Department, as well as to other agencies.

The plan is to recruit and train volunteers to be aware of the services offered by the Department as well as of other services available in the community. These volunteers would then be present in these high traffic areas to make referrals and provide information.

This would avoid the necessity of having to send people from the Centers to the Department unless they wished actually to apply for some form of aid.

Some people have very strong feelings about welfare and would thus secure services without having to come to the Welfare Department. If an application were in order, the volunteers would be taught to help the people work through their feelings.

THE GOALS OF THE PROJECT:

(1) Increase participation in existing services.
(2) Improve the availability of those services.
(3) To expand upon services currently being offered.
(4) To develop more fully the East Yolo community's volunteer responses to critical human needs.
(5) To encourage self-reliance among individuals in solving their problems.
(6) To identify needed services and attempt to provide them.
(7) To determine if there is a need for Information and Referral services at night and on weekends.

RECRUITMENT AND SCREENING: The program will provide two part-time staff members who will recruit volunteers, one from among the senior citizens who participate at the East Yolo Opportunity House, and one from the general community with emphasis on such groups as the preschool, Head Start parents, and the AFDC orientation groups where clients might be found.

The recruiter will screen those who volunteer with the aim of providing them with a job that they can do effectively and without too much pressure.

TRAINING: Training will be provided by the Training Supervisor of the Welfare Department. She will give basic training on confidentiality, non-discrimination and basic Social Work principles as well as explaining the services provided by the Department. The coordinators will provide training and on going direction on a day to day basis with assistance of experienced volunteers who have already been trained and are in charge of some areas of volunteer services.

The Welfare Department Service Workers and Aides will be available for consultation when their clients are involved. The Social Service Supervisor in East Yolo will act as liaison and will also be available for consultation.

RECORDS: The volunteers who are recruited, once trained by the Welfare Department, will receive I.D. cards and certificates.

The coordinators will see that records are kept which will indicate what services are provided and to whom. Part of the training of the Volunteers will involve learning to keep the necessary records.

EVALUATION: A telephone or personal contact will be made on a monthly basis with a portion of the recipients of the services to obtain feedback on their reaction to the services received. At that time an attempt will also be made to recruit their services in the hopes of establishing a chain of volunteers from those who have been recipients of the services.

PROPOSAL FOR EXPANDED VOLUNTEER SERVICES
IN EAST YOLO AREA

Recognizing that there will be some volunteers recruited who will not be comfortable with information and referral services it is further proposed that individuals will be utilized in a variety of other services including emergency food, clothing, transportation, furniture and home services.

All other aspects of the above proposal apply to this component, but in addition, evaluation by the volunteers of the methods and services being offered will be an integral part of the on-going evaluation.

YOLO COUNTY WELFARE DEPARTMENT
DECEMBER 1972

RECEIVED
FEB 28 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
FEB 28 1973
LAURENCE P. HENIGAN
By Barbara Rodgers

AGREEMENT NO. 73-22

(Agreement for Physician Service)

THIS AGREEMENT made and entered into this 5th day of February, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and STANLEY SCHILLING, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients and emergency patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient and emergency services and care to patients as assigned by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every second day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

XEROX COPY

a. To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

d. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service under this contract or contracts superseded hereby. In the event PHYSICIAN ceases to provide services as a hospital-based physician at Yolo General Hospital under this contract or other relation with COUNTY, PHYSICIAN shall be paid for the unused portion of the accrued vacation.

e. To provide sick leave allowance to be accrued at the rate of one day of sick leave with pay for each month of service; provided, however, that sick leave earned during the first six (6) months of service under this contract or contracts superseded hereby shall not be available to PHYSICIAN until after the expiration of said first six (6) months. No payment for accumulated sick leave shall be made upon termination of the contract relation.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on February 1st, 1973, and shall terminate on June 30th, 1973; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty calendar days before the date of termination.

b. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

c. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

d. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an

independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

e. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

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IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

_____
STANLEY SCHILLING, M. D.

RECEIVED
FEB 20 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

FILED
FEB 20 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 73- 24

(Agreement for Physician Services)

THIS AGREEMENT made and entered into this 5th day of February, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as COUNTY, and HOMER MATTHEWS, M. D., hereinafter referred to as PHYSICIAN,

W I T N E S S E T H:

RECITALS:

1. PHYSICIAN is a duly qualified and licensed physician and surgeon.
2. COUNTY desires to retain PHYSICIAN'S services as a hospital-based physician at Yolo General Hospital.

AGREEMENTS:

1. In consideration of the mutual covenants and agreements herein contained, PHYSICIAN agrees to provide medical care within the scope of his medical training and staff privileges as approved by the Medical Staff of Yolo General Hospital to in-patients and emergency patients of COUNTY at Yolo General Hospital as follows:
   a. That staff time of PHYSICIAN shall include in-patient and emergency services and care to patients as assigned by the Medical Director.
   b. The staff time of PHYSICIAN shall include hospital coverage for a 24-hour period an average of every second day.
   c. The staff time of PHYSICIAN may include emergency call service in addition to that set forth above as scheduled by the Medical Director.
2. In consideration of the mutual covenants and agreements herein contained, COUNTY agrees as follows:

a. To pay PHYSICIAN the sum of $1,200.00 per month as compensation for services rendered pursuant to Paragraphs 1.a. and 1.b. of this agreement. Holidays shall be the same as designated in the Yolo County Personnel Ordinance.

b. To pay PHYSICIAN the sum of $10.00 per hour for emergency call services rendered pursuant to Paragraph 1.c. of this agreement.

c. To provide insurance insuring PHYSICIAN for damages because of injury or death sustained by any person arising out of malpractice error or mistake in rendering or failing to render professional services pursuant to this agreement with policy limits of $1,000,000 for each occurrence and $6,000,000 aggregate.

d. To provide vacation time allowance to be accrued at the rate of one and one-fourth days for each month of service or major fraction thereof; such vacation time shall be allowed at the discretion of the Medical Director, but in no event prior to the expiration of six months' service under this contract or contracts superseded hereby. In the event PHYSICIAN ceases to provide services as a hospital-based physician at Yolo General Hospital under this contract or other relation with COUNTY, PHYSICIAN shall be paid for the unused portion of the accrued vacation.

e. To provide sick leave allowance to be accrued at the rate of one day of sick leave with pay for each month of service; provided, however, that sick leave earned during the first six (6) months of service under this contract or contracts superseded hereby shall not be available to PHYSICIAN until after the expiration of said first six (6) months. No payment for accumulated sick leave shall be made upon termination of the contract relation.

3. IT IS MUTUALLY AGREED AS FOLLOWS:

a. The term of this agreement shall commence on February 1st, 1973, and shall terminate on June 30th, 1973; however, the parties may renew the term for successive periods of one year by agreeing in writing to do so; further provided, however, either party may terminate this agreement during the original term or any renewal term by giving written notice thereof on the other party at least thirty calendar days before the date of termination.

b. Any notice to be given to PHYSICIAN may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to him at his last known mailing address or at Yolo General Hospital, 170 West Beamer Street, Woodland, California 95695.

c. In the performance of the work, duties and obligations devolving upon him under this contract, PHYSICIAN is at all times acting and performing as an independent contractor practicing his profession of physician and surgeon. COUNTY shall not have nor exercise any control or direction over the methods by which PHYSICIAN shall perform his work and functions, except that PHYSICIAN does by this agreement agree to perform his work and functions at all times in strict accordance with currently approved methods and practices in his profession and that the sole interest of COUNTY is to assure that said work and functions shall be performed and rendered in a competent, efficient and satisfactory manner.

d. It is agreed and PHYSICIAN makes the following statement of contract status for himself for the purpose of facilitating reimbursement under Title XVIII and Title XIX of the Social Security Act, as amended, and otherwise. PHYSICIAN is retained pursuant to this agreement as an

independent contractor by the County of Yolo, a political subdivision of the State of California, to provide medical care at Yolo General Hospital. As a contract physician, PHYSICIAN receives compensation from COUNTY pursuant to this agreement which by virtue of this agreement fully compensates PHYSICIAN for all services performed at Yolo General Hospital.

As a hospital-based physician at the Yolo General Hospital, PHYSICIAN will be performing professional physician services for patients receiving treatment in said hospital who are covered by the supplemental medical insurance for the aged program as established under Title XVIII and for patients covered by Title XIX of the Social Security Act, and for non-indigent patients receiving emergency treatment. All physician services performed by PHYSICIAN for such patients in Yolo General Hospital during the term of this agreement will be undertaken in PHYSICIAN'S capacity as a hospital-based physician and within the course and scope of the provisions of this agreement with the County of Yolo.

e. PHYSICIAN hereby acknowledges the right of COUNTY or any of its duly authorized administrators to accept any assignment made by any person who receives medical treatment from PHYSICIAN at the Yolo General Hospital pursuant to this agreement, the amount payable to such persons for the medical treatment given under Title XVIII or Title XIX of the Social Security Act or to non-indigent patients receiving emergency treatment and to receive any payments which may be made pursuant to such assignment.

//////

//////

//////

IN WITNES S WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY Arthur H. Edwards
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY Barbara A Rodgers
DEPUTY

(SEAL)

Homer B Matthews MD
HOMER MATTHEWS, M. D.

BK.

STANDARD AGREEMENT — APPROVED BY THE ATTORNEY GENERAL
STATE OF CALIFORNIA
STD 2 (REV. 1-71)

YOLO COUNTY AGREEMENT NO. 73-25

☐ CONTRACTOR
☐ STATE AGENCY
☐ DEPT. OF GEN. SER.
☐ CONTROLLER
☐
☐
☐

THIS AGREEMENT, made and entered into this 8th day of December, 19 72, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE	AGENCY	NUMBER
Assistant Director	Department of Public Health	113 - A. #1

hereafter called the State, and

Yolo County
hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

1. In that certain agreement between this Department and Yolo County, dated July 1, 1972, and approved on September 14, 1972 by the State Department of General Services:

   a. Exhibit C, referred to in paragraph 6, is deleted, and a new Exhibit C, identified as Yolo County Contract # 113 Amendment # 1 is hereby added.

2. All other terms and provisions of said contract shall remain in full force and effect.

FILED
MAR 30 1973
LAURENCE P. HENIGAN, Clerk
By Balrina Rodgers

RECEIVED
MAR 30 1973
LAURENCE P. HENIGAN, Clerk
By ..... Deputy

Approved as to Form
Dated FEB - 9 1973
CHARLES R. MACY
County Counsel of Yolo County
By Robert A. Ledet
Deputy

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY: Department of Public Health	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC.): Yolo County
BY (AUTHORIZED SIGNATURE): ► Richard H. Smith	BY (AUTHORIZED SIGNATURE): ► Arthur Wickman
TITLE: Richard H. Smith, Assistant Director Chief, Management and Planning Program	TITLE: CHAIRMAN, BOARD OF SUPERVISORS
(CONTINUED ON ___ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS: COUNTY OF YOLO, STATE OF CALIFORNIA

Do Not Write in This Space

Department of General Services
APPROVED
MAR 14 1973
BY
Ass't. Chief Counsel

AMOUNT OF THIS ESTIMATE	APPROPRIATION		FUND	
NO BUDGET DATA	Support		General	
UNENCUMBERED BALANCE	ITEM	CHAPTER	STATUTES	FISCAL YEAR
$	246	156	1972	1972/73
ADJ. INCREASING ENCUMBRANCE $	FUNCTION: Operating Expense & Equipment			
ADJ. DECREASING ENCUMBRANCE $	LINE ITEM ALLOTMENT: 109B - 261.1			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. T.B.A. NO. | B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER (Assistant) ► John H. Chen — DATE 1/9/73

I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1201.13 have been complied with, and this document ☒ *is exempt* ☐ *is not exempt from review by the Department of Finance.*

SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY ► — DATE 12/8/72

STD 261-750 3-71 250M ⓒ DGS

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

RECEIVED
FEB 26 1973
CHIEF COUNSEL
Department of ... Controls

Yolo County
Contract #113
Amendment #1

EXHIBIT C

BUDGET

PERSONAL SERVICES	Monthly Salary	Annual Salary		
Salaries and Wages				
.66 P. H. Nurse	$ 780	$ 9,354		
.50 Clerk II	$ 444	$ 5,328		
.29 P. H. Microbiologist	$ 908	$ 10,892		
Total Salaries and Wages			$ 12,018	
Anticipated 4% Increase			541	
Staff Benefits (19.4%)			2,329	
Total Personal Services			$ 14,888	$ 14,888
Operating Expenses and Equipment				
Supplies			$ 1,012	
Travel			600	
Services			2,000	
			$ 3,612	3,612
TOTAL BUDGET				$ 18,500

YOLO COUNTY AGREEMENT NO. 73-26

FILED
JUL - 9 1973
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

03-Yol-80 12.9
03356 - 916379
State Route 80 at Mace Blvd. O. C.
District Agreement No. 652

THIS AGREEMENT, MADE AND ENTERED INTO THIS
5TH DAY OF FEBRUARY, 1973
BY AND BETWEEN

RECEIVED
JUL - 9 1973
LAURENCE P. HENIGAN, Clerk
By.....
Deputy

CITY OF DAVIS,
a body politic and a municipal corporation of the State of California, hereinafter referred to as "CITY"

AND

COUNTY OF YOLO,
a political subdivision of the State of California, hereinafter referred to as "COUNTY"

AND

STATE OF CALIFORNIA,
acting by and through its Business and Transportation Agency, Department of Public Works, Division of Highways, hereinafter referred to as "STATE"

WHEREAS, STATE, CITY and COUNTY contemplate installation of flashing beacon system and safety lighting at the intersection of Mace Boulevard Overcrossing with westbound State Highway 80 on- and off-ramps, a portion of which is situated within the City of Davis, County of Yolo, and desire to specify herein the terms and conditions under which said system is to be installed, financed and maintained.

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the parties hereto agree as follows:

SECTION I

STATE AGREES:

(1) To install the flashing beacon system and safety lighting hereinbefore mentioned, through construction by contract with construction contractors licensed by the State of California, said contract to be carried out in accordance with provisions of the State Contract Act, Chapter 3, Part 5, Division 3, Title 2 of the Government Code, and work completed in conformity with plans and specifications of STATE.

(2) To bear the entire expense of preparation of plans and specifications, and STATE'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs required to complete the installation referred to herein, such share to be a sum representing 50 percent of the

total cost of installation of the flashing beacon system and safety lighting.

(3) To maintain and operate the entire flashing beacon system and safety lighting as installed.

SECTION II

CITY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $2,544.00, which figure represents CITY'S estimated share of construction engineering costs and construction costs required to complete the installation referred to herein.

The actual amount of CITY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum representing 25 percent of the total cost of installation of the flashing beacon system and safety lighting.

(2) To reimburse STATE for CITY'S proportionate share of the cost of maintenance and operation of said flashing beacon system and safety lighting, such share to be determined in the

manner provided in that Agreement for Maintenance of State highways within the CITY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum representing 25 percent of the total cost of maintenance and operation of said flashing beacon system and safety lighting.

SECTION III

COUNTY AGREES:

(1) To deposit with STATE within 30 days of receipt of billing therefor (which billing will be forwarded immediately following STATE'S bid advertising date of a construction contract for the aforesaid installation), the amount of $2,544.00, which figure represents COUNTY'S estimated share of construction engineering costs and construction costs required to complete the installation referred to herein.

The actual amount of COUNTY'S share of construction engineering costs ((including all direct and indirect costs (functional and administrative overhead assessment) attributable to such work, applied in accordance with STATE'S standard accounting procedures)) and construction costs will be determined after completion of work and a financial settlement made upon final accounting of costs. Said share will be a sum representing 25 percent of the total cost of installation of the flashing beacon system and safety lighting.

(2) To reimburse STATE for COUNTY'S proportionate share of the cost of maintenance and operation of said flashing beacon

system and safety lighting, such share to be determined in the manner provided in that Agreement for Maintenance of traffic signals and safety lighting on State highways within the COUNTY which is in effect at the time said costs are incurred, or if no such agreement exists, such share to be a sum representing 25 percent of the total cost of maintenance and operation of said flashing beacon system and safety lighting.

SECTION IV

It is understood among all the parties that, solely for the purpose of expeditiously financing and constructing the subject flashing beacon system and safety lighting, CITY has agreed to advance COUNTY'S proportionate share of construction engineering costs and construction costs in the amounts and within the time limits specified in SECTION III, with COUNTY to reimburse CITY at a later date. Said agreement between CITY and COUNTY shall not alter or be in derogation of the obligations and duties undertaken in SECTIONS II and III, respectively, by CITY and COUNTY.

SECTION V

It is mutually understood and agreed:

(1) That obligations of STATE under terms of this Agreement are subject to the allocation of funds by the California Highway Commission.

(2) That neither STATE nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY and COUNTY shall fully indemnify and hold STATE harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY and COUNTY under or in connection with any work, authority or jurisdiction delegated to CITY and COUNTY under this Agreement.

(3) That neither CITY, COUNTY nor any officer or employee thereof, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement. It is also understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully indemnify and hold CITY and COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction not delegated to CITY and COUNTY under this Agreement.

(4) That, should any portion of the project be financed with Federal Funds or State Gas Tax Funds all applicable procedures and policies relating to the use of such funds shall apply notwithstanding other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, duly authorized, the provisions of which Agreement are effective as of the day, month and year first hereinabove written.

STATE OF CALIFORNIA
Department of Public Works
Division of Highways

R. J. [illegible]
State Highway Engineer

By _____
District Engineer

CITY OF DAVIS

By _____
Mayor

Attest: _____
City Clerk

Approved as to form and procedure

_____
City Attorney

COUNTY OF YOLO

By _____
Chairman, Board of Supervisors

Attest: LAURENCE P. [illegible]
Clerk of the Board of Supervisors

By _____
Deputy

Approved as to form and procedure

_____
County Attorney

CLERK'S CERTIFICATION

I, Muriel M. Morris, Deputy City Clerk of the City of Davis, California, do hereby certify that the foregoing is a full true and correct copy of RESOLUTION NO. 1213 SERIES 1973 duly adopted at a regular meeting of the City Council of said City, duly and regularly held at the regular meeting place thereof on the 5th day of February, 1973 of which meeting all of the members of said Council had due notice and at which meeting a majority thereof was present; that at said meeting said resolution was adopted by the following vote:

AYES: Councilmen Black, Holdstock, Poulos, Weinstock, Mayor Skinner

NOES: None

ABSENT: None

That I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is duly entered of record in Book of Resolutions, Book 10, and said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes. That said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

WITNESS my hand and seal of said City of Davis this 23 day of February, 1973.

DEPUTY CITY CLERK OF
THE CITY OF DAVIS

RESOLUTION NO. 1213 , SERIES

RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF DAVIS, THE COUNTY OF YOLO AND THE STATE OF CALIFORNIA DIVISION OF HIGHWAYS RELATING TO STATE ROUTE 80 AT MACE BOULEVARD OFF-RAMP SAFETY PROJECT

BE IT RESOLVED by the City Council of the City of Davis that the Mayor of the City of Davis and the City Clerk of the City of Davis be, and they are hereby authorized to execute that certain agreement, dated the 5th day of February, 1973, by and between the City of Davis, a Municipal Corporation, the County of Yolo, a political subdivision, and the State of California Division of Highways relating to State Route 80 at Mace Boulevard Off-Ramp Safety Project.

BE IT RESOLVED that all terms and conditions and covenants of said contract be, and the same are hereby approved, ratified and confirmed.

PASSED AND ADOPTED by the City Council of the City of Davis this 5th day of February, 1973, by the following vote:

AYES: Councilmen Black, Holdstock, Poulos, Weinstock, Mayor Skinner.

NOES: None.

ABSENT: None.

MAYNARD C. SKINNER
Mayor

ATTEST:

HOWARD L. REESE
City Clerk

To:
Auditor
Co. Counsel
Public Works
State Division of Hwys-)(Public Works to send in)
City of Davis ---------)(2-5-73.

BOARD OF SUPERVISORS
Yolo County, California

Date: February 5, 1973
Entry No. 30

File:
ROADS- INTERSTATE 80
ROADS- COUNTY- Mace Blvd.
ROADS- COUNTY- No. 104

XEROX
CERTIFIED COPY

SEE:
AGREEMENT BOOK NO. 21

MINUTE ORDER NO. 73-167 : APPROVED AGREEMENT NO. 73-26 WITH THE STATE DIVISION OF HIGHWAYS AND THE CITY OF DAVIS FOR CONTEMPLATED INSTALLATION OF FLASHING BEACON SYSTEM AND SAFETY LIGHTING AT THE INTERSECTION OF MACE BLVD. OVERCROSSING WITH WESTBOUND STATE HIGHWAY 80 ON/OFF RAMPS. THE CHAIRMAN OF THE BOARD OF SUPERVISORS WAS AUTHORIZED TO SIGN SAID AGREEMENT.

Upon motion of Supervisor Marchand , seconded by Supervisor Duncan , and duly carried, the above Minute Order and Agreement were approved by the following vote:

Ayes: Stephens, Marchand, Duncan, Espigares, Edmonds.

Noes: None.

Absent: None.

STATE OF CALIFORNIA } SS.
COUNTY of YOLO }

I, LAURENCE P. HENIGAN, County Clerk and ex-officio Clerk of the Board of Supervisors, in and for the County of Yolo, State of California, do hereby certify the foregoing to be a full, true and correct copy of the Resolution or Minute Order made by the Board of Supervisors, as the same appears upon their minute book.

Witness my hand and seal of said Board of Supervisors affixed this 2nd day of March 19 73

LAURENCE P. HENIGAN, County Clerk and Ex-officio Clerk of the Board of Supervisors

By [illegible] Deputy

FILED

FEB 15 1972

LAURENCE P. HENSEN, Clerk

By: Barbara Rodgers

Agreement No. 72-27

Woodland, California

February 5, 1972

DAMACIO ENRIQUEZ and LUPE ENRIQUEZ
Grantors

RIGHT OF WAY CONTRACT - COUNTY HIGHWAY

Document No. 72-64 in the form of a Grant Deed, covering the following described property:

A parcel of land being a portion of Lot 15 of Riverbank Extension No. 2 as said Lot 15 appears of record on the Plat of Riverbank Extension No. 2 filed in Book 2 of Maps at Page 66 in the Office of the Recorder of the County of Yolo, California, said parcel being more fully described as follows:

COMMENCING at the intersection of the North line of Lot 15 with the Easterly right of way line of Oak Street (50 feet wide); thence South 09°46'00" West 212.88 feet along said right of way line to a tangent curve, THE TRUE POINT OF BEGINNING; THENCE along said curve, concave to the Northeast, with a radius of 23.00 feet, thru a central angle of 61°30'46", an arc length of 24.69 feet to a point of reverse curve; thence along said curve, concave to the West, with a radius of 42.00 feet, thru a central angle of 100°59'49", an arc length of 74.03 feet to the Northerly line of SPRR right of way; thence South 74°34'00" West 26.99 feet along said right of way line to the Easterly right of way line of Oak Street; thence North 09°46'00" East 95.33 feet along said Easterly right of way line of Oak Street to the true point of beginning.

has been executed and delivered to the Director of Public Works of the County of Yolo.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

I. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligations or claims on this account, or on account of the location, grade and construction of the proposed

XEROX COPY

public improvement.

II. The County shall:

A. Pay the undersigned grantor the sum of $328.50 for the property as conveyed by Grant Deed No. 72-64 (herein described) within sixty (60) days after date title to said property vests in, or is in escrow for the County of Yolo free and clear of all liens, encumbrances, assessments, easements, and leases recorded and/or unrecorded.

This transaction will be handled through escrow number 62129 with Western Title Guaranty Company of Woodland.

B. Pay all escrow and recording fees incurred in this transaction including documentary tax stamps; if required, and if title insurance is desired by the County, the premium charged therefore.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 2-13-73

Grantors

Recommended for Approval

2-15-73

CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF YOLO, STATE OF CALIFORNIA

NO OBLIGATION OTHER THAN THOSE SET FORTH HEREIN WILL BE RECOGNIZED.

Approved as to Form

County Counsel of Yolo County

FILED

FEB - 5 1973

LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

YOLO COUNTY AGREEMENT NO. 73-28

CONTRACT FOR PROFESSIONAL SERVICES

This CONTRACT is made this 5th day of February, 1973, by and between the COUNTY OF YOLO, hereinafter referred to as "COUNTY", and EMCON ASSOCIATES, hereinafter referred to as "EMCON";

WHEREAS, COUNTY desires to determine the suitability of a 640-acre parcel of land in Yolo County, designated the Bypass Site, for development as a Class II solid waste disposal site; and

WHEREAS, the determination of the suitability of said site is dependent, in part, on the nature and permeability of subsurface soils at the site; and

WHEREAS, EMCON has submitted a proposal dated January 10, 1973 to COUNTY to provide geotechnical and engineering services for a feasibility evaluation of the proposed Class II solid waste disposal site with respect to the permeability of site soils in the natural and recompacted state, which proposal and attachments are attached hereto and made a part hereof; and

WHEREAS, COUNTY is agreeable to the content and terms of said proposal;

NOW, THEREFORE, the parties hereto agree as follows:

WITNESSETH:

1. EMPLOYMENT - EMCON is hereby employed by COUNTY to provide and perform geotechnical and engineering services as described in said proposal.

2. PAYMENT - COUNTY shall pay EMCON on a time-and-expense basis in accordance with the "Schedule of Charges" appended to said proposal; however, the total cost to COUNTY for services as provided in said proposal shall not exceed $3,400.

EMCON shall invoice COUNTY monthly for the full amount of services rendered to date of billing.

COUNTY shall pay EMCON within thirty (30) days of date of invoice for all services billed, as described above.

3. SCHEDULE - EMCON agrees to commence work on the field phase of this project within seven (7) days of receipt of authorization by COUNTY to proceed, and to complete this study within 9 weeks following commencement of field work, including the preparation and submittal, in 20 copies, of a letter report containing the results of said study.

The above time for performance shall be extended for the amount of any delay caused by factors beyond the control of EMCON.

4. TERMINATION OF CONTRACT - In the event COUNTY requests termination of the contract prior to completion of the letter report, EMCON reserves the right to retain all data compiled by it to that date and be paid for the work completed to that date. In the event EMCON requests termination of the contract prior to completion of the final report, COUNTY, in exchange for payments made as discussed above and due up to termination date, shall receive all data and compilations made by EMCON to date of termination. Termination by the parties of this contract shall be in writing.

5. EMCON understands the use to which COUNTY will put its work product and hereby warrants the accuracy of all findings, recommendations, calculations and computations to the degree that they are prepared in accordance with generally accepted professional practices in its field of specialty.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the date first above written.

COUNTY OF YOLO

By _____

ATTEST:

APPROVED AS TO FORM:

EMCON ASSOCIATES

By _____

bk

FILED
FEB - 5 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 73- 29

(Joint Exercise of Powers Agreement for Administrative Advisor to the Board of Education)

THIS AGREEMENT made and entered into this 5th day of February, 1973, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY, and the YOLO COUNTY BOARD OF EDUCATION, hereinafter called BOARD,

W I T N E S S E T H:

RECITALS:

1. BOARD, pursuant to the provisions of Education Code § 858 by agreement with the County Board of Supervisors is authorized to employ an administrative advisor as part of the classified service. Such advisor has administrative duties as established by BOARD and such advisor counsels with and acts as coordinator between County Counsel, BOARD, County Commission on School District Reorganization, County Personnel Commission, County Superintendent of Schools, and School Districts which require his services.
2. BOARD desires to have the services of said administrative advisor.
3. COUNTY in accordance with Government Code § 26529 provides specific legal services through the office of its County Counsel.
4. With the purpose of expanding the legal assistance rendered to BOARD as required by Government Code § 26529 both in scope and in quantity, COUNTY wishes to employ an individual admitted to the practice of law in this State to serve as administrative advisor to BOARD.
5. The purpose of this agreement is to enable BOARD and the school districts in Yolo County to meet their increased

demands for legal services by use of the authority to employ an administrative advisor who is an attorney and who shall be employed by COUNTY and will function in connection with the Office of the County Counsel of Yolo County, pursuant to the Joint Exercise of Powers Act, Government Code §§ 6500, et seq.

AGREEMENTS:

1. CONSENT. COUNTY hereby consents to the exercise by BOARD of the powers conferred by Education Code § 858 in the manner set forth herein.

2. COUNTY responsibilities.

   A. COUNTY shall provide to BOARD through the office of its County Counsel an administrative advisor service as prescribed by statute. The function of such administrative advisor shall be to provide to BOARD the aforementioned extended legal services.

   B. The extent of the services to be performed by the said administrative advisor shall be determined annually by agreement between the BOARD and COUNTY, and all such agreement pertaining to the extent of services shall be reflected in the respective budgets of the parties.

   C. Minimum services provided shall total the equivalent of the full time of one entry grade attorney (Attorney I).

3. BOARD responsibilities.

   A. BOARD shall reimburse COUNTY from the County School Service Fund for the cost of all salaries and fringe benefits incurred for extended legal services rendered to the extent agreed upon and reflected in the budgets of the parties.

   B. The minimum cost of the salary and fringe benefits shall be that of one full time entry grade attorney (Attorney I).

C. BOARD shall provide such services and supplies and fixed assets as shall reasonably be required by said administrative advisor in the performance of his duties pursuant to this agreement.

D. For the period from February 1, 1973 to June 30, 1973, the amount of BOARD'S reimbursement to COUNTY shall be $5,500.00.

4. Method of Payment. BOARD shall pay to COUNTY monthly a proportionate share of the amount budgeted by BOARD for services rendered under this agreement.

5. Term.

A. The term of this agreement shall commence February 1, 1973.

B. This agreement shall remain in effect until terminated by agreement of the parties or upon six months' notice of intention to terminate given in writing by either party.

6. Agreement to Save Harmless.

A. Neither COUNTY nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by BOARD under or in accordance with any matter not delegated to COUNTY under this agreement. Pursuant to Government Code § 895.4, BOARD shall fully indemnify and hold COUNTY harmless for any damage or liability occurring by reason of anything done or omitted to be done by BOARD under or in connection with any matter not delegated to COUNTY under this agreement.

B. Neither BOARD nor any officer or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in accordance with any matter delegated to

COUNTY under this agreement. Pursuant to Government Code § 895.4 COUNTY shall fully indemnify and hold BOARD harmless for any damage or liability occurring by reason of anything done or omitted to be done by COUNTY under or in connection with any matter delegated to COUNTY under this agreement.

8. Accountability. Each party shall be held strictly accountable for and shall report to the other all receipts and disbursements made pursuant to this agreement.

9. Disposition. Upon completion of the purpose of this agreement and its termination, any surplus money on hand and any property acquired as the result of the joint exercise of powers shall be distributed to the parties in proportion to the contributions made.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____
DEPUTY

(SEAL)

YOLO COUNTY BOARD OF EDUCATION

BY _____
COUNTY SUPERINTENDENT OF SCHOOLS

FILED
FEB 20 1973
LAURENCE P. HENIGAN, Clerk
By BARBARA A. RODGERS
Deputy

AGREEMENT NO. 73-30

This Agreement made and entered into this 20th day of February, 1973, by and between SERVOMATION CENTRAL CALIFORNIA, INC., hereinafter called SERVOMATION, and the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter called COUNTY,

W I T N E S S E T H:

1. In consideration of the mutual covenants hereinafter set forth, it is agreed between the parties hereto as follows:

(a) SERVOMATION is hereby granted the exclusive privilege to sell hot drinks by a vending machine.

(b) Locations of the vending machines shall be only by the mutual agreement of the parties hereto.

(c) SERVOMATION will furnish such service to insure that all machines placed shall be kept in good working order, clean and sanitary, in the event of any machine malfunctions, the COUNTY will promptly notify SERVOMATION.

(d) SERVOMATION'S service personnel will observe all regulations in effect upon the COUNTY'S premises.

(e) SERVOMATION will comply with all State, County, and City regulations pertaining to the sanitary handling of products. All license fees required will be paid by SERVOMATION, as well as the sales tax and other taxes pertaining thereto.

(f) The vending machines installed hereunder shall be at all times the property of SERVOMATION and upon the termination of this Agreement, SERVOMATION shall have the right to enter the premises of the COUNTY, and to remove all such vending machines.

(g) Pursuant to Yolo County Agreement No. 70-297 the vending machines which are the subject of this present Agreement are already installed on the premises of COUNTY, and COUNTY shall furnish all required electricity and/or water required for the operation of said machines.

(h) SERVOMATION will maintain an accurate record of all merchandise, collections, sales, and inventories necessary in connection with proper operation of said machine.

(i) SERVOMATION will render to COUNTY within thirty (30) days following the end of each calendar month a check in the amount determined by the following schedule of commission: 12 1/2% on gross sales of all hot drinks sold by the vending machines. Said checks shall be made payable to: Yolo County Employees Association, 660 6th Street, Woodland, California.

(j) In the event of change in the cost of any of the products vended, or in the taxes levied or assessed on the purchase or sale of such products, the above-commission schedule shall be adjusted to reflect such change upon a mutually agreeable basis.

(k) SERVOMATION also hereby rents to COUNTY one refrigerated cold-food vending machine to be used at Yolo General Hospital for the term of this Agreement. Rent for said machine shall be Fifty Dollars ($50.00) per month, which rental fee shall include maintenance as required by SERVOMATION.

(l) SERVOMATION shall indemnify and save COUNTY harmless from any and all claims, costs, expenses,

and liabilities of every nature or kind, arising out of, or in any way connected with, the services provided by SERVOMATION under this Agreement.

(m) This Agreement shall not be assignable by either party without written consent of the other party.

(n) The term of this Agreement shall commence on the _____ day of _____, 1973, and shall continue in force for a period of one year.

(o) COUNTY may terminate the whole, or any part of this Agreement if SERVOMATION fails to provide wholesome products or otherwise fails to meet its obligation. Any such termination shall become effective within sixty (60) days from date of notice to terminate.

(p) SERVOMATION may, at its option, after thirty (30) days written notice to COUNTY, renegotiate or terminate this Agreement if the operations hereunder become unprofitable.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first-above written.

SERVOMATION CENTRAL CALIFORNIA, INC.

BY _____

COUNTY OF YOLO

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

ATTEST:

LAURENCE P. HENIGAN, CLERK

BY _____ Deputy

(SEAL)

2678

Return to: Co. Clerk
Cooney, Pinard, Tegmar & Rohrer
1017 7th Street
Sacramento, California

VOL. 1051 PAGE 419
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUAR. CO.
YOLO CO. DIVISION
FEB 23 1973
At 8 Min. Past 4 P
YOLO COUNTY, CALIFORNIA
$10.00

RECORDED
Document
FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By Barbara A. Rodgers
Deputy

AGREEMENT NO. 73-31

(Land Use Contract After Division of Subject Property and Conveyance of the Entirety of Subject Property)

THIS LAND USE CONTRACT AFTER DIVISION OF SUBJECT PROPERTY AND CONVEYANCE OF THE ENTIRETY OF SUBJECT PROPERTY dated this 20th day of February, 1973, by and between the COUNTY OF YOLO, a political subdivision, hereinafter referred to as COUNTY, and GENE E. STEED, ERNEST L. GOBLE, and THELMA W. GOBLE, hereinafter referred to as SUCCESSORS "A" and whose mailing address is 735 West Valley Drive, Campbell, California 95008, and ELDEN D. HAMBLET, MARILYN J. MAST, DONNA M. JOHNSTON, and MONA E. MORETTO whose mailing address is P. O. Box 205, Dunnigan, California, hereinafter referred to as SUCCESSORS "B",

W I T N E S S E T H:

RECITALS:

1. COUNTY and BANK OF AMERICA, N.T.&S.A., Trustee, under the Will of CHARLES A. HUFFORD entered into a Land Use Contract, Yolo County Agreement No. 69-294 which is recorded in the Office of the County Recorder of the County of Yolo in Book 934 of Official Records at Page 643, hereinafter referred to as Land Use Contract.
2. Said Land Use Contract provides for the execution of a Contract identical to the Contract then covering the original parcel on each parcel created by a division.
3. The subject property of said Land Use Contract has been divided by the conveyance to SUCCESSORS "A" the property described in Exhibit "A" attached hereto and incorporated by reference herein, hereinafter referred to as Exhibit "A"

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Property, and by the conveyance to SUCCESSORS "B" the property described in Exhibit "B" attached hereto and incorporated by reference herein, hereinafter referred to as Exhibit "B" Property.

4. The parties desire to enter into this Land Use Contract after division of the subject property and conveyance of the entirety of the subject property as the contract identical to the contract covering the original parcel.

AGREEMENTS:

1. SUCCESSORS "A" and their heirs, successors and assigns as to the Exhibit "A" property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of the BANK OF AMERICA, N.T.&S.A., Trustee under the Will of CHARLES A. HUFFORD as provided herein.
2. SUCCESSORS "B" and their heirs, successors and assigns as to the Exhibit "B" property shall be bound by all the terms and conditions of said Land Use Contract and shall enjoy the rights and powers of the BANK OF AMERICA, N.T.&S.A., Trustee under the Will of CHARLES A. HUFFORD provided therein.
3. All notices as to Exhibit "A" property shall be given to SUCCESSORS "A" and all notices as to the Exhibit "B" property shall be given to SUCCESSORS "B" by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, to the addresses set forth above.
4. Except as set forth herein, all the terms and conditions of said Land Use Contract are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this Land Use Contract After Division of Subject Property and Conveyance of the Entirety of Subject Property the day and year first above written.

BOOK 1951 PAGE 520

COUNTY OF YOLO, a political subdivision of the State of California

BY _____
CHAIRMAN OF THE BOARD OF SUPERVISORS

(SEAL)

_____
GENE E. STEED

_____
ELDEN D. HAMBLET

_____
ERNEST L. GOBLE

_____
MARILYN J. MAST

_____
THELMA W. GOBLE

_____
DONNA M. JOHNSTON

_____
MONA E. MORETTO

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EXHIBIT "A"

PARCEL 1

The West one-half of the West one-half of Section 28, Township 12 North, Range 2 West, M.D.B.&M.

PARCEL 2

All of Section 29, Township 12 North, Range 2 West, M.D.B.&M.

PARCEL 3

All of Section 32, Township 12 North, Range 2 West, M.D.B.&M., excepting therefrom the East one-half of the Southeast one-quarter of said Section 32.

EXHIBIT "B"

All of Sections 27, 33 and 34, Township 12 North, Range 2 West, M.D.B.&M.

All of Section 29, Township 12 North, Range 2 West, M.D.B.&M., excepting therefrom the West one-half of the West one-half.

The East one-half of the Southeast one-quarter of Section 32, Township 12 North, Range 2 West, M.D.B.&M.

The East one-half of Section 4 and the West one-half of Section 3 and the North one-half of the Northeast one-quarter of Section 3, Township 11 North, Range 2 West, M.D.B.&M.

BOOK 1051 PAGE 422

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On FEBRUARY 20, 1973, before me, the undersigned, County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed said document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the date and year first above written.

LAURENCE P. HENIGAN, COUNTY CLERK

BY _____
Deputy

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared GENE E. STEED, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 1973.

PHYLLIS J. CHAPMAN
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My Commission Expires Dec. 16, 1976

_____
NOTARY PUBLIC

BOOK 1051 PAGE 423

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ERNEST L. GOBLE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

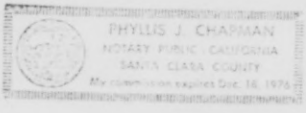
Dated this _____ day of _____, 1973.

_____
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared THELMA W. GOBLE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this _____ day of _____, 1973.

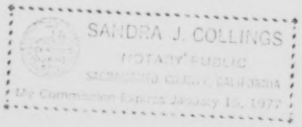


_____
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this February 15 ,1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared MARILYN J. MAST, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 15th day of February ,1973.

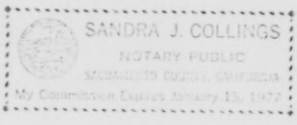


Sandra J. Collings
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this February 15 , 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared DONNA M. JOHNSTON, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 15th day of February ,1973.



Sandra J. Collings
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this February 15, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared MONA E. MORETTO, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 15th day of February, 1973.

SANDRA J. COLLINGS
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires January 15, 1977

NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF SACRAMENTO)

On this February 15, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ELDEN D. HAMBLET, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this 15th day of February, 1973.

SANDRA J. COLLINGS
NOTARY PUBLIC
SACRAMENTO COUNTY, CALIFORNIA
My Commission Expires January 15, 1977

NOTARY PUBLIC

2678

Return to: C
Downey, Brand, Seymour & Rohwer
1007 7th Street
Sacramento, California

2679

VOL. 1051 PAGE 427
OFFICIAL RECORDS
RECORDED AT REQUEST OF
WESTERN TITLE GUAR. CO.
YOLO CO. DIVISION
FEB 23 1973
At 0 Min. Past 4 O'clock P M
YOLO COUNTY, CALIFORNIA
Recorder
$6.00

RECORDED
DOCUMENT
FILED
FEB 27 1973
LAURENCE P. HENIGAN, Clerk
By Barbara A Rodgers
Deputy

AGREEMENT NO. 73-32

(Agreement Amending Land Use Contract)

THIS AGREEMENT dated this 20th day of February, 1973, by and between the COUNTY OF YOLO, hereinafter referred to as COUNTY, and GENE E. STEED, ERNEST L. GOBLE, and THELMA W. GOBLE,

hereinafter referred to as SUCCESSOR,

W I T N E S S E T H:

RECITALS:

1. COUNTY and MRS. ELDEN HAMBLET entered into a Land Use Contract, Yolo County Agreement No. 69-265 which was recorded in the Office of the County Recorder of the County of Yolo in Book 933 of Official Records at Page 529.
2. SUCCESSOR is the successor in interest of said Land Use Contract designated therein as OWNERS and is bound by the terms and conditions thereof.
3. SUCCESSOR and COUNTY desire to amend the provisions of said Land Use Contract so as to provide for the sending of notices pursuant to said agreement to SUCCESSOR herein.

AGREEMENTS:

1. SUCCESSOR hereby acknowledges and agrees to be bound by all the terms and conditions and obligations of said Land Use Contract No. 69-265.
2. All notices to be given to the OWNER under said Land Use Contract shall be given to SUCCESSOR hereby by delivery personally in writing or by depositing the same in the United States mail, postage prepaid, addressed as set forth above.

/////

IN WITNESS WHEREOF, SUCCESSOR and COUNTY have executed this agreement the date and year first above written.

COUNTY OF YOLO

CHAIRMAN OF THE BOARD OF SUPERVISORS

SUCCESSOR

GENE E. STEED

ERNEST L. GOBLE

THELMA W. GOBLE

BOOK 1001 PAGE 425

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On FEBRUARY 20, 1973, before me, the undersigned County Clerk of the County of Yolo, personally appeared ARTHUR H. EDMONDS, known to me to be the Chairman of the Board of Supervisors of the County of Yolo, and also known to me to be the person who executed same document on behalf of the County of Yolo, and acknowledged to me that the County of Yolo executed the within instrument pursuant to a resolution of its Board of Supervisors.

WITNESS my hand and official seal the day and year first above written.

LAURENCE P. HENIGAN
COUNTY CLERK

BY _____
Deputy

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared GENE E. STEED, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 1973.

PHYLLIS J. CHAPMAN
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires Dec. 18, 1976

_____
NOTARY PUBLIC

BOOK 1191 PAGE 429

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared ERNEST L. GOBLE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

Dated this _____ day of _____, 1973.

PHYLLIS J. CHAPMAN
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires Dec. 18, 1976

_____
NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss
COUNTY OF)

On this _____, 1973, before me, the undersigned, a Notary Public in and for the said county and state, personally appeared THELMA W. GOBLE, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

Dated this _____ day of _____, 1973.

PHYLLIS J. CHAPMAN
NOTARY PUBLIC - CALIFORNIA
SANTA CLARA COUNTY
My commission expires Dec. 18, 1976

_____
NOTARY PUBLIC

REC 1051 - 430